# **City Commission Meeting**

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive September 6, 2006

Mayor David Dermer Vice-Mayor Jerry Libbin Commissioner Matti Herrera Bower Commissioner Simon Cruz Commissioner Luis R. Garcia, Jr. Commissioner Saul Gross Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez City Attorney Jose Smith City Clerk Robert E. Parcher

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#### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

#### REGULAR AGENDA

#### **R5 - Ordinances**

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration"; Amending Article 3, Entitled "Agencies, Boards, And Committees"; Amending Division 25, Entitled "Transportation And Parking Committee"; Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition Of The Committee To Delete The Memberships Representation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations; Providing For Repealer, Codification, Severability And An Effective Date.

10:15 a.m. Second Reading, Public Hearing (Page 383)

(Parking Department)

(First Reading on July 12, 2006)

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East Of The Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach; Providing For Repealer, Severability, Codification And An Effective Date. 10:20 a.m. Second Reading, Public Hearing (Page 390)

(Public Works) (First Reading on July 12, 2006)

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration"; By Amending Article VI, Entitled "Procurement"; By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees"; By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period', To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period; Providing For Repealer, Severability, Codification, And An Effective Date. 10:25 a.m. Second Reading, Public Hearing (Page 407)

(Procurement)
(First Reading on July 12, 2006)

R5D Requirements For Approvals For Certificates Of Appropriateness
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami
Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards",
Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For
Approvals Of Certificates Of Appropriateness; Providing For Repealer, Codification, Severability And
An Effective Date. 10:40 a.m. Second Reading, Public Hearing (Page 414)

(Planning Department) (First Reading on July 12, 2006)

R5E Cigar Vendors In The MXE District

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904," Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property; Providing For Repealer, Severability, Codification And An Effective Date. 10:50 a.m. Second Reading, Public Hearing (Page 421)

(Planning Department) (First Reading on July 12, 2006)

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site;" Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title; Providing For Repealer, Severability, Codification And An Effective Date. 2:00 p.m. Second Reading, Public Hearing (Page 430)

(City Attorney's Office) (First Reading on July 12, 2006)

Amendments To The Single-Family Land Development Regulations
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami
Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4
Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And
Setback Requirements For New Single-Family Residential Construction And By Amending The
Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential
Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel; Providing
Codification; Repealer; Severability; And An Effective Date.

5:05 p.m. Second Reading, Public
Hearing
(Page 439)

(Planning Department) (First Reading on July 12, 2006)

A Ordinance Amending Appendix A Of The City Code, Entitled "Fee Schedule," By Amending The Fee Schedules For Section 110-166 Entitled "Schedule Of Water Rates And Tapping Charges" By Amending Subsections (A) And (B) Thereof And By Amending The Fee Schedules For Section 110-168 Entitled "Sanitary Sewer Charge," Of Division 2, Entitled "Rates, Fees, And Charges," Of Article Iv Entitled, "Fees, Charges, Rates And Billing Procedure," Of Chapter 110 Entitled "Utilities," In Order To Increase The Minimum Monthly Service Charge Imposed By The City; Adjusting The Schedule Of Rates For The Minimum Monthly Water Service Charge; And Increasing The Sanitary Sewer Service Charge Imposed By The City; Providing For Codification, Repealer, Severability, And An Effective Date. First Reading (Page 460)

(Public Works)

An Ordinance Amending The Miami Beach Employees' Retirement Plan Created By Ordinance 2006-3504; Amending Section 2.11 Concerning The Definition Of Earnings; Amending Section 4.05 Concerning The Purchase Of Credited Service By Certain Members Who Previously Had Creditable Service Under The Classified Plan; Creating A New Section 4.06 Concerning The Purchase Of Creditable Service By Members Who Participated In A Section 457 Plan During Their Initial Probationary Period; Amending Section 5.01 Concerning The Normal Retirement Benefit; Amending Section 5.07 Concerning Death Benefits After Retirement; Amending Section 5.12 Concerning The Early Retirement Incentive Program; Amending Section 6.02 Concerning Contributions By Members; Providing For Severability; Repealing All Ordinances In Conflict Therewith; And Providing An Effective Date. First Reading (Page 471)

(Labor Relations)

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For The Classifications In Group II, Represented By The Fraternal Order Of Police (FOP) In Accordance With The Negotiated Agreement; Effective In The First Pay Period Ending In October Of 2006, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); Effective With The First Pay Period Ending In October Of 2007, There Shall Be An Across The Board Wage Increase Of Five Percent (5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Five Percent (5%); Effective In The First Pay Period Ending In October 2008, There Shall Be An Across The Board Wage Increase Of Four Percent (4%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Four Percent (4%); Repealing All Ordinances In Conflict; Providing For Severability, Effective Date And Codification.

First Reading (Page 486)

(Human Resources & Risk Management)

An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For The Classifications In Group I, Being Those Classifications Covered By The American Federation Of State, County And Municipal Employees (AFSCME) Local No. 1554, In Accordance With The Negotiated Agreement; Effective In The First Pay Period Ending In May Of 2007, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); Effective With The First Pay Period Ending In May Of 2008, There Shall Be An Across The Board Wage Increase Of Five Percent (5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Five Percent (5%); Effective In The First Pay Period Ending In May 2009, There Shall Be An Across The Board Wage Increase Of Four Percent (4%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Four Percent (4%); Repealing All Ordinances In Conflict; Providing For Severability, Effective Date And Codification. First Reading (Page 493)

(Human Resources & Risk Management)

- An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, Providing For The Classifications In Group V, Being Those Classifications Covered By The Government Supervisors Association Of Florida, OPIEU Local 100, (GSAF), In Accordance With The Negotiated Agreement; Effective In The First Pay Period Ending In October Of 2006, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); Effective With The First Pay Period Ending In October Of 2007, There Shall Be An Across The Board Wage Increase Of Five Percent (5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Five Percent (5%); Effective In The First Pay Period Ending In October 2008, There Shall Be An Across The Board Wage Increase Of Four Percent (4%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Four Percent (4%); Repealing All Ordinances In Conflict; Providing For Severability, Effective Date And Codification. First Reading (Page 502) (Human Resources & Risk Management)
- An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance, For Classifications In Group VI, Being All Other Classifications In The Classified Service Not Covered By A Bargaining Unit; Providing For All Employees In Group VI, "Others", Effective In The First Pay Period Ending In May Of 2007, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); Effective With The First Pay Period Ending In May Of 2008, There Shall Be An Across The Board Wage Increase Of Five Percent (5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Five Percent (5%); Effective In The First Pay Period Ending In May 2009, There Shall Be An Across The Board Wage Increase Of Four Percent (4%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Four Percent (4%); And Providing For A Repealer, Severability, Effective Date, And Codification. First Reading (Page 511) (Human Resources & Risk Management)

An Ordinance Amending Ordinance No. 1605, The Unclassified Employees Salary Ordinance; R5N Providing For Cost-Of-Living Adjustments (COLA) For All Unclassified Employees, Effective In The First Pay Period Ending In May Of 2007, There Shall Be An Across The Board Wage Increase Of Six Percent (6%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Six Percent (6%); Effective With The First Pay Period Ending In May Of 2008, There Shall Be An Across The Board Wage Increase Of Five Percent (5%), And The Minimum And The Maximum Of Each Pay Range Will Also Be Increased By Five Percent (5%); Effective In The First Pay Period Ending In May 2009, There Shall Be An Across The Board Wage Increase Of Four Percent (4%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Four Percent (4%); Further, By Establishing The Classifications Of Administrative Manager, Assistant Ice Rink Manager, Building Permitting Information Analyst I, Building Permitting Information Analyst II, Building Records Manager, Contracts Compliance Specialist, Development Review Services Coordinator, Geographic Information System Manager And Storage Area Network Architect; Amending The Title And Grade Of The Classification Of Streets & Lighting Superintendent And Grades Of The Classifications Of Assistant Building Director, Tourism & Convention Director And Property Management Contracts Coordinator; And Providing For A Repealer, Severability, Effective Date, And Codification. First Reading (Page 520)

(Human Resources & Risk Management)

An Ordinance Amending Chapter 14 Of The City Code, Entitled "Building Regulations"; Amending Division II Therein, Entitled "Permit Fees"; Amending Sections 14-426 Therein, Entitled "Annual Facility Permit"; Amending Subsection 14-426(3)(G) Therein, Providing For Certificate Of Use Fees; Said Amendment Changing That Certain Established Period For The City To Determine The Corresponding Increase In Fees For Certificates Of Use, From The "Effective Date" Of October 1, 2006 (Fiscal Year 2006-07) To The New Effective Date Of October 1, 2007 (Fiscal Year 2007-08); And Providing Further That The Period To Determine Said Certificate Of Use Fee Increase (To Commence On The Effective Date Of October 1, 2007) Shall Also Be Amended To Provide That The Fee Shall Be Increased By A Percentage Equal To The Cumulative Change In The Consumer Price Index (CPI) Measured Between March 2003 To April 2007; Providing For Repealer, Severability, Codification, And An Effective Date. First Reading (Page 537)

(Finance Department)

- R5P Flamingo Park Development Regulations (Page 544)
  - No Roof Top Additions: An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," By Adding New Development Regulations For Any New Construction Or Additions To Properties In The Flamingo Park Local Historic District, Including The Prohibition Of Roof-Top Additions. Providing For Repealer, Severability, Codification And An Effective Date. First Reading
  - 2. Alternate Version: An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," By Adding New Development Regulations For Any New Construction Or Additions To Properties In The Flamingo Park Local Historic District. Providing For Repealer, Severability, Codification And An Effective Date. <u>First Reading</u>

(Planning Department)

R5Q Zoning In Progress

An Ordinance Amending Chapter 118, "Administration And Review Procedures," By Amending Section 118-168, "Proposed Land Development Regulation Amendments; Application Of Equitable Estoppel To Permits And Approvals;" And Section 118-169, "Proposed Comprehensive Plan Amendments; Application Of Equitable Estoppel To Permits And Approvals," By Extending The Time Between The Favorable Recommendation By The Planning Board With Respect To Any Land Development Regulation Amendment And The Adoption By The City Commission. Providing For Repealer, Severability, Codification And An Effective Date. First Reading (Page 561) (Planning Department)

#### **R7 - Resolutions**

- R7A1 A Resolution Adopting: 1) The Tentative Ad Valorem Millage Of 7.374 Mills For General Operating Purposes, Which Is Twenty Five And Six Tenths Percent (25.6%) Greater Than The "Rolled-Back" Rate Of 5.872 Mills; And 2) The Debt Service Millage Rate Of 0.299 Mills; Further Setting The Second Public Hearing To Consider The Millage Rate For Fiscal Year 2006/07, On Thursday, September 21, 2006 At 5:01 p.m. 5:01 p.m. First Reading, Public Hearing (Page 569)

  (Office of Budget & Performance Improvement)
- R7A2 A Resolution Adopting Tentative Budgets For The General, RDA Ad Valorem Taxes, Enterprise, And Internal Service Funds For Fiscal Year 2006/07 Subject To A Second Public Hearing Scheduled On Thursday, September 21, 2006 At 5:01 p.m. <u>5:01 p.m. First Reading, Public Hearing</u> (Page 578)

(Office of Budget & Performance Improvement)

A Resolution Of The Board Of Directors Of The Normandy Shores Local Government Neighborhood Improvement District Adopting The Tentative Ad Valorem Millage Of 0.338 Mills For Fiscal Year 2006/07 For The Normandy Shores Local Government Neighborhood Improvement District, Which Is Six Percent (6.0%) Greater Than The "Rolled-Back" Rate Of 0.319 Mills, Subject To A Second Public Hearing Scheduled On Thursday, September 21, 2006, At 5:02 p.m. 5:02 p.m. First Reading, Public Hearing (Page 615)

(Office of Budget & Performance Improvement)

R7B2 A Resolution Of The Board Of Directors Of The Normandy Shores Local Government Neighborhood Improvement District Adopting The Tentative Operating Budget For Fiscal Year 2006/07 Subject To A Second Public Hearing Scheduled On Thursday, September 21, 2006 At 5:02 p.m. 5:02 p.m. First Reading, Public Hearing (Page 620)

(Office of Budget & Performance Improvement)

A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, And Having Considered The City Administration's Recommendation And The Criteria For Granting Revocable Permits Pursuant To Section 82-94 Of The Miami Beach City Code, Granting (In Part) An After-The-Fact Revocable Permit In Favor Of The Applicants, Mr. Michael R. Buckner And His Wife, Margo Buckner, As Owners Of The Property Located At 6120 La Gorce Drive, For Retaining The Following Specific Items In Their Requested Revocable Permit Application Consisting Of: A Paved Walkway; Paved Driveway; And Portion Of A Wood Deck; All Within The Adjacent Apache Avenue City Right-Of-Way; Provided Further That The City's Approval For Revocable Permit, As Granted In Part Herein, Is Subject To And Contingent Upon Removal Of An Iron Gate; Two Columns; The Canvas Canopy; And The Hedges Located Within The Right-Of-Way, And Restoration Of Portions Of The Public Street End Affected By Such Encroachments, Within Such Time, Place, And Manner As Shall Be Deemed Acceptable By The City's Public Works Director. 11:00 a.m. Public Hearing (Page 625)

(Public Works) (Continued from July 12, 2006)

A Resolution Approving Emeril's Miami Beach, LLC's Application To Miami-Dade County For The Enterprise Zone Ad Valorem Tax Exemption On Tangible Personal Property As Authorized By Section 29-81 Of The Code Of Miami-Dade County. **Joint City Commission and Redevelopment Agency** (Page 646)

(Economic Development)

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Related Group Of Florida - Alaska I, LTD (TRG) To Perform Early Works And Initial Phases Of Construction Under The Direction Of The City Manager For The South Pointe Park Improvements Project (The Project), Pursuant To Resolution No. 2005-25978 And Section 6 Of The Settlement Agreement Between The City And TRG For The Alaska Parcel, Dated July 28, 2004; Authorizing The City Administration To Negotiate The Construction Costs Submitted Pursuant To These Activities, In The Not To Exceed Amount Of \$1,000,000. (Page 651)

(Capital Improvement Projects)

R7F A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms Pursuant To Request For Proposals (RFP) No. 22-05/06, To Provide Professional Food And Beverage Facilities Management Services For The Miami Beach Convention Center; With An Option To Manage Food And Beverage Services At Other City Cultural Facilities, If Deemed To Be In The City's Best Interest; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Service America Corporation D/B/A Centerplate, And If Unsuccessful In Negotiating An Agreement With Service America Corporation D/B/A Centerplate, Authorizing The Administration To Enter Into Negotiations With The Second-Ranked Firm Aramark; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Completion Of Successful Negotiations By The Administration. (Page 658)

(Tourism & Cultural Development)

- R7G A Resolution Approving The Selection Of A Public Art Commission For Collins Park, Entitled "Maze" (Working Title), As Recommended By The Art In Public Places Committee And Neighborhoods/ Community Affairs Committee; Further Approving And Authorizing The Mayor And City Clerk To Execute A Contract With The Artist, Brian Tolle, In The Amount Of \$250,000, For Design, Creation, And Installation Of The Aforestated Work Of Art; And Further Appropriating Funds, In An Amount Not To Exceed \$250,000, As Follows: \$115,000, Fund 147 Art In Public Places From Collins Park Project; And \$135,000, To Be Appropriated As Part Of The 2006/2007 Capital Budget. (Page 711) (Tourism & Cultural Development)
- R7H Amendment To Settlement Agreement And Concept Plan Block 1 (Page 730)
  - 1. A Resolution Approving An Amendment To The Settlement Agreement By And Between The Related Group Of Florida And The City Of Miami Beach Concerning Litigation Over Certain Parcels In The South Pointe Area Of Miami Beach, Including Block 1, And Authorizing The Mayor And City Clerk To Execute Such Amendment, And The Taking Of Such Steps As Are Necessary And Appropriate For The Implementation Thereof.
  - A Resolution Approving An Amendment To The Concept Plan For Property Owned By The Related Group On Block 1 In South Pointe; And Providing An Effective Date. (City Attorney's Office)
- A Resolution Approving And Authorizing The Mayor And The City Clerk To Execute Amendment No. 6 To The Agreement Between The City And EDAW, Inc., Dated May 16, 2001, In An Amount Not To Exceed \$387,029, For The Provision Of Additional Professional Services Associated With Water Main Design Between Indian Creek Drive And Collins Avenue, And Additional Construction Administration And Resident Project Representation Services During Construction Of Phase 1 (East Of Collins Avenue) Of The Right-Of-Way Infrastructure Improvements Program In Neighborhood No. 6 Oceanfront Project, And Approving The Use Of Funds, In The Amount Of \$387,029, For The Amendment, From Previously Appropriated Funds For The Oceanfront Neighborhood. (Page 743) (Capital Improvement Projects)
- A Resolution Approving The Process And Guidelines For Submission And Receipt Of "Best And Final" Proposals For The Future Use And Operation Of The Jackie Gleason Theater Of The Performing Arts By 1) AEG Live, And 2) Live Nation, In Addition To The Proposal To Be Submitted By, And Which The City Has Been Previously Negotiating With, Cirque Du Soleil; And Providing Further That, Effective September 6, 2006, The Mayor And City Commission, And Their Respective Staffs, And The Aforestated Two (2) Proposers, AEG Live And Live Nation, And (Additionally) Cirque Du Soleil, Voluntarily Agree To Be Bound By A Modified "Cone Of Silence" (As Set Forth In The Attached Guidelines), Said Voluntary "Cone" To Remain In Effect Until Such Time As The City Manager Makes His Recommendation To The City Commission With Regard To Selection Of One (Or More) Of The Aforestated Proposals, And Said Recommendation Is Accepted By The City Commission. (Page 770)

(City Manager's Office)

R7K A Resolution Ratifying A Three Year Labor Agreement Between The City Of Miami Beach And The Fraternal Order Of Police, For The Period From October 1, 2006, Through September 30, 2009, And Authorizing The Mayor And City Clerk To Execute The Agreement. (Page 781)

(Labor Relations)

R7L A Resolution Ratifying A Three Year Labor Agreement Between The City Of Miami Beach And The Government Supervisors Association Of Florida/OPEIU Local 100, For The Period From October 1, 2006, Through September 30, 2009, And Authorize The Mayor And City Clerk To Execute The Agreement. (Page 858)

(Labor Relations)

- R7M A Resolution Ratifying A Three Year Labor Agreement Between The City Of Miami Beach And The American Federation Of State, County And Municipal Employees (AFSCME) Local1554, For The Period From May 1, 2007, Through April 30, 2010, And Authorize The Mayor And City Clerk To Execute The Agreement. (Page 909)

  (Labor Relations)
- R7N A Resolution Calling For A Special Election To Be Held On Tuesday, November 7, 2006, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach A Question Asking Whether City Of Miami Beach's Charter And Related Special Acts Should Be Amended To Change The Term Of Appointment For Board Of Adjustment Members From One Year To Two Year Staggered Terms And To Establish At-Will Member Status For Board Of Adjustment Members. (Page 916)

  (Requested by Mayor & City Commission)
- A Resolution Calling For A Special Election To Be Held On Tuesday, November 7, 2006, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach A Question Asking Whether City Of Miami Beach's Related Special Acts Section 2 Regarding Board Of Adjustment Should Be Amended To Prohibit The Board From Granting Any Height Variance Greater Than 3 Feet Or Any Variance From A Property's Allowable Number Of Stories (Floors). (Page 924)

  (Requested by Commissioner Matti Herrera Bower)
- R7P A Resolution Approving An Expenditure Of Up To \$50,000 From The General Fund Operating Contingency For Fiscal Year 2005/06 For The Public Purpose Of Informing And Educating The Voters Of The City Of Miami Beach About The City Ballot Question(s) On The November 7, 2006 Special Election Ballot In Order To Achieve A More Informed Electorate Vote. (Page 932)

  (City Manager's Office)

A Resolution Waiving, By 5/7ths Vote, The Competitive Bidding Requirement, Finding Such Waiver R7Q To Be In The Best Interest Of The City, And Approving And Authorizing The Mayor And City Clerk To Execute A Management And Operation Agreement Between The City And UNIDAD Of Miami Beach, Inc., A Florida Not-For-Profit Corporation, For The Management, Coordination, Maintenance, And Operation Of The City Facility Currently Known As The North Shore Community Center, Located At 7521 Collins Avenue, Miami Beach, Florida, As A Comprehensive Senior Center (To Be Known As The "Miami Beach Senior Center"), Which Will Provide A Full Range Of Services Including Social Services, Employment Services And Training, Counseling, Health Information, Nutrition, And Recreational And Cultural Activities For The Senior Community, As Well As Periodic Cultural And Other Special Event Programming For The Benefit Of The Residents And Visitors Of Miami Beach; In Order To Allow UNIDAD To Maximize Its Eligibility And Opportunities For Funding Assistance To Ensure That The "Miami Beach Senior Center" Achieves And Maintains The Highest Level Of Service And Maximizes Its Goals And Priorities And Programming Opportunities, Said Agreement To Have An Initial Term Of Forty (40) Years, With Four (4) Ten (10) Year Renewal Options; Provided Further That, As Consideration For The City's Approval And Execution Of This Agreement, And As A Condition Thereof, UNIDAD Shall Commit To Manage, Operate, And Maintain The Senior Center And The Senior Center, At Its Sole Cost And Expense, And Shall Further Commit To Assist The City In The Proposed Capital Improvements And Renovation Of The Facility (The Proposed Improvements) As Follows: 1) Commitment Of UNIDAD Funds, In An Amount Not Less Than \$500,000; 2) Proceed With The Procurement Of Design Services For The Proposed Improvements, In Accordance With In Accordance With Plans And Specifications Which Will Be Approved And Permitted By The City; And 3) Based On The Approved And Permitted Plans And Specifications For The Proposed (Page 937) Improvements, Prosecute Construction Of The Improvements.

(City Manager's Office)

- R7R A Resolution Authorizing The Administration To Enter Into Contract Negotiations For A Group Medical Plan With The Top-Ranked Firm Of Humana, (Primary) And The Second-Ranked Firm Of Cigna (Secondary); And Further Authorizing The Mayor And City Clerk To Execute Contract(s) With The Primary Or Secondary Firm Upon Completion Of Successful Negotiations For A Premium Of \$16,000,000; And Renewal Of The Group Dental Plan With Compbenefits, For A Premium Of \$2,000,000; As Proposed By Arthur J. Gallagher And Co., The City's Broker Of Record. (Page 982) (Human Resources & Risk Management)
- A Resolution Approving A Recommendation For The Addition Of A 7th Parking Level To The Multipurpose Municipal Parking Facility And Authorizing The Modification Of The Existing Agreement With Perkins + Will, Inc. (Architect) For The Additional Professional Design And Construction Administration Services To Be Funded Upon Ratification Of The 2006-2007 Capital Budget, Which Includes The Additional Funds, In The Amount Of \$11,973,567, To Cover The Changes In The Design Scope And Other Costs. (Page 1007)

(Capital Improvement Projects)

#### **R9 - New Business and Commission Requests**

- R9A Board And Committee Appointments. (Page 1035) (City Clerk's Office)
- R9A1 Board And Committee Appointments City Commission Appointments. (Page 1039) (City Clerk's Office)
- R9B1 Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 1049)

R9B2 Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Request By The Southpointe Heights L.L.C., To Review A Design Review Board Decision Pertaining
To DRB File No. 18988. 11:30 a.m. Public Hearing (Page 1051)

(Planning Department)

(Continued from July 12, 2006)

R9D1 Discussion Regarding A Resolution Urging The Florida Legislature To Immediately Convene A Special Session To Address The Crisis In Florida's Windstorm Insurance Market And Directing The City Manager To Include Windstorm Insurance Reform In The City's Legislative Agenda. (Page 1053)

(Requested by Commissioner Richard L. Steinberg)

- R9D2 Discussion Regarding A Resolution Requesting The Legislature To Immediately Convene A Special Session To Address The Crisis In Florida's Windstorm Insurance Market. (Page 1061) (Requested by Commissioner Luis R. Garcia, Jr.)
- R9E Discussion Regarding The Ad Hoc Hurricane Taskforce Committee's Recommendations To The Mayor And Commission. (Page 1063)

  (Requested by Commissioner Richard L. Steinberg)
- Page 1069 Discussion Regarding A Resolution Urging The Miami-Dade County Commission To Reject The Request For A D.E.R.M. Permit For The Island Gardens/Mega Yacht Marina Project Proposed For Watson Island; And Urging That A Second Public Referendum On The Current Project Be Held Due To The Substantial Change In The Project Since The 2001 Referendum. (Page 1069) (Requested by Commissioner Matti Herrera Bower)
- R9G Discussion Regarding Flamingo Park Historic District. (Page 1073) (Requested by Vice-Mayor Jerry Libbin)
- R9H Discussion Regarding The Allocation Of Funds To The Little Havana Activities & Nutrition Center (LHANC) To Accommodate The Existing Needs Of Our Community. (Page 1091) (Requested by Commissioner Luis R. Garcia, Jr.)

#### Reports and Informational Items

(Page 1094) Α City Attorney's Status Report. (City Attorney's Office) (Page 1098) В Parking Status Report. (Parking Department) Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire C Station No. 2. (Page 1130) (Capital Improvement Projects) Status Report On The Construction Of Fire Station No. 4. (Page 1132) D (Capital Improvement Projects) (Page 1134) Ε Status Report On The Normandy Isle Park And Pool Project. (Capital Improvement Projects) Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, F U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 1136) (Procurement) Non-City Entities Represented By City Commission: G Minutes From The Performing Arts Center Trust Board Meeting Of May 30, 2006 And Agenda For The July 25, 2006 Meeting. (Page 1138) (Requested by Commissioner Matti Herrera Bower) Status Report On The Indian Creek Reconstruction/63rd Street Bridge Rehabilitation/Flyover Н Demolition Project. (Page 1144) (Public Works)

#### **End of Regular Agenda**

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 www.miamibeachfl.gov



Office of the City Clerk

#### HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CABLE CHANNEL 77, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 9:00 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

- 1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 1:30 p.m. and 5:30 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on Cable Channel 77, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.
- 2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website: http://miamibeachfl.gov.
- 3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
- 4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
- 5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a <u>public hearing</u> may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
- 6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

# 2006 Schedule of City of Miami Beach City Commission and Redevelopment Agency (RDA) Meetings

Meetings begin at 9:00 a.m. and are held in the City Commission Chambers, 3<sup>rd</sup> Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

CITY COMMISSION MEETINGS

ALTERNATE MEETINGS

January 11 (Wednesday) January 18 (Wednesday)

February 8 (Wednesday) February 15 (Wednesday)

March 8 (Wednesday) March 15 (Wednesday)

April 11 (Tuesday) April 18 (Tuesday)

May 10 (Wednesday)

May 17 (Wednesday)

June 7 (Wednesday)

July 12 (Wednesday)

July 26 (Wednesday)

**August - City Commission in Recess** 

September 6 (Wednesday)

October 11 (Wednesday) October 18 (Wednesday)

November 8 (Wednesday) November 15 (Wednesday)

December 6 (Wednesday) December 13 (Wednesday)

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's office at 305-673-7411.

Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m. and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

#### Condensed Title:

An Ordinance amending Chapter 2 of the Miami Beach City Code entitled "Administration," amending Article 3, entitled "Agencies, Boards, and Committees," amending Division 25, entitled "Transportation and Parking Committee," amending Section 2-190.94, entitled "Composition," by amending the composition of the Committee by withdrawing representation from the following organizations: Washington Avenue Task Force; South Pointe Advisory Board to the Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center and Theater of the Performing Arts (SMG); and, Middle Beach Partnership, Inc., d/b/a 41st Street-Middle Beach Partnership.

#### **Key Intended Outcome Supported:**

Maintain or improve traffic flow.

#### Issue:

Shall the composition of the Transportation and Parking Committee (TPC) be amended as proposed?

#### Item Summary/Recommendation:

On July 12, 2006, the Mayor and Commission approved the ordinance on first reading and scheduled the second and final public hearing for September 6, 2006. The Administration recommends that the Mayor and Commission approve the proposed ordinance amendment on second and final reading.

The Neighborhoods/Community Affairs Committee and the Transportation and Parking Committee unanimously recommended amending the current membership of the TPC. The Committee expressed a concern for meeting their current quorum of ten members during regularly scheduled meetings. This recommendation came after an analysis of the current make-up of the Committee which comprises 19 voting member groups, of which five groups no longer exist as an entity, do not meet on a regular basis, or act as a department/division of the Administration.

In the Neighborhoods/Community Affairs Committee discussion, a suggestion was offered that there be a representative of senior citizens appointed to the TPC to provide representation of the City's elderly population. At the June 5, 2006 TPC meeting, the Committee discussed this issue and felt that a senior citizen representative was not necessary as the Committee has consistently had senior citizen representation by other members of the Committee, who represent their organization and also view issues through a senior citizen's perspective. In the event that the Commission would like to add a formal representative of our senior population, it can easily be done without impact on the function of the TPC. In addition, it is recommended that the TPC serve as the advisory board to the Mayor and Commission regarding the Miami-Dade Transit (MDT) South Beach Local service.

#### **Advisory Board Recommendation:**

The Neighborhoods/Community Affairs Committee, at their May 24, 2006 meeting, unanimously approved the proposed ordinance revisions as recommended by the TPC at their February 6, 2006 and June 5, 2006 meetings.

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1	Andreas and the second	44 (1986) (1964)	
	2			
	3			
	4			
OBPI	Total			

# City Clerk's Office Legislative Tracking:

Saul Frances, Parking Director

Sign-Offs:

Department Director	Assistant City Mar	nager City Mapager
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SECOND READING PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE ENTITLED "ADMINISTRATION," AMENDING ARTICLE 3, ENTITLED "AGENCIES, BOARDS, AND COMMITTEES." AMENDING DIVISION 25, ENTITLED "TRANSPORTATION AND PARKING COMMITTEE," AMENDING SECTION 2-190.94, ENTITLED "COMPOSITION," BY AMENDING THE COMPOSITION OF THE COMMITTEE BY WITHDRAWING REPRESENTATION FROM THE FOLLOWING ORGANIZATIONS: WASHINGTON AVENUE TASK FORCE: SOUTH POINTE ADVISORY BOARD TO THE REDEVELOPMENT AGENCY; MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION; MIAMI BEACH CONVENTION CENTER AND THEATER OF THE PERFORMING ARTS (SMG); AND, MIDDLE BEACH PARTNERSHIP, INC., D/B/A 41ST STREET-MIDDLE BEACH PARTNERSHIP; PROVIDING FOR REPEALER. CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

# **ADMINISTRATION RECOMMENDATION**

Adopt the Ordinance. On July 12, 2006, the Mayor and Commission approved the ordinance on first reading.

#### **COMMITTEE RECOMMENDATION**

The Neighborhoods/Community Affairs Committee, at their May 24, 2006 meeting. unanimously approved the proposed ordinance revisions as recommended by the Transportation and Parking Committee (TPC).

At their February 6, 2006 and June 5, 2006 meetings, the TPC unanimously recommended that the City Commission approve the proposed ordinance revisions.

#### **ANALYSIS**

The TPC unanimously recommended amending the current membership of their Committee. The TPC expressed a concern for meeting their current quorum of ten members during regularly scheduled meetings. This recommendation comes after an analysis of the current make-up of the Committee which comprises 19 voting member groups, of which five groups no longer exist as an entity, do not meet on a regular basis, or act as a department/division of the Administration.

The Committee proposed removing the following five groups from their membership:

- Washington Avenue Task Force; and
- · South Pointe Advisory Board to the Redevelopment Agency; and
- Miami Beach Transportation Management Association; and
- Miami Beach Convention Center and Theater of the Performing Arts (SMG); and,
- Middle Beach Partnership, Inc., d/b/a/ 41st Street-Middle Beach Partnership; and
- CMB Parking Director and Transportation Coordinator as non-voting ex officio members.

In addition, the Neighborhoods Committee suggested that there be a representative of senior citizens appointed to the TPC to provide representation of the City's elderly population. At the June 5, 2006 TPC meeting, the Committee discussed this issue and felt that a senior citizen representative was not necessary as the Committee has consistently had senior citizen representation by other members of the Committee, who represent their organization and also view issues through a senior citizen's perspective. The Mayor and Commission may want to consider making an official senior citizen appointment to the TPC as there may not always be a member that is a senior citizen.

#### **SENIOR CITIZEN REPRESENTATION**

A quorum would be established by attendance of 50%+1 (8 of 14) members under the attached ordinance. If a senior citizen representative is desired and approved by the Commission, then a quorum would be established by attendance of eight members (8 of 15). This amendment would need to be added to the ordinance. The ordinance would also need to be amended to add the senior representative and to identify the manner of appointment. The simplest manner of appointing the senior member would be to add this to the Mayor's appointments.

#### LOCAL SHUTTLE MIAMI-DADE TRANSIT (MDT) OVERSIGHT

The Interlocal Agreement with MDT to operate a local shuttle provides for a City Citizen group to review operations and customer service for the Shuttle. The TPC has agreed and the Administration recommends that this role be performed by the TPC. As the TPC duties already address this nature of advice, no ordinance change is needed. A policy direction associated with this item is sufficient.

#### **CONCLUSION**

It is recommended that the City Commission adopt the Ordinance.

#### JMG/RCM/SF/mm

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ORDINANCE NO.	
ORDINANCE NO	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE ENTITLED "ADMINISTRATION"; AMENDING ARTICLE 3, ENTITLED "AGENCIES, BOARDS, AND COMMITTEES"; AMENDING DIVISION 25, ENTITLED "TRANSPORTATION AND PARKING **COMMITTEE": AMENDING** SECTION 2-190.94. "COMPOSITION", BY REDUCING THE NUMBER OF VOTING MEMBERS ON THE COMMITTEE FROM 19 TO 14, AND AMENDING THE COMPOSITION OF THE COMMITTEE TO DELETE THE MEMBERSHIPS REPRESENTATION FROM THE FOLLOWING ORGANIZATIONS: WASHINTION AVENUE TASK FORCE; SOUTH POINTE ADVISORY BOARD TO THE MIAMI BEACH REDEVELOPMENT AGENCY: MIAMI BEACH TRANSPORTATION MANAGEMENT ASSOCIATION; MIAMI BEACH CONVENTION CENTER AND THEATER OF THE PERFORMING ARTS (SMG); AND MIDDLE BEACH PARTNERSHIP, INC., D/B/A 41<sup>ST</sup> STREET-MIDDLE BEACH PARTNERSHIP; FURTHER DELETING THE NON-VOTING EX-OFFICIO MEMBER REPRESENTATIONS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach Transportation and Parking Committee serves as an advisory board to the City Commission on issues related to Transportation and Parking; and

WHEREAS, the Transportation and Parking Committee, on February 6, 2006 and June 5, 2006, respectively unanimously recommended to amend the current membership representation requirements of the Committee; and

WHEREAS, the City of Miami Beach Neighborhood/Community Affairs Committee, at its May 24, 2006 meeting, unanimously endorsed the Transportation and Parking Committee's recommendation; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

**SECTION 1.** That Chapter 2 of the Miami Beach City Code, entitled "Administration"; Article 3, entitled "Agencies, Boards, and Committees"; Division 25, entitled "Transportation and Parking Committee"; Section 2-190.94, entitled "Composition", is hereby amended as follows:

#### Sec. 2-190.94. Composition.

The committee shall consist of 49 14 voting members. The mayor and city commissioners shall each make one appointment, with the other members of the committee to be comprised of members from the following community organizations, each of which must delegate a permanent coordinating representative:

- 1. Miami Beach Chamber of Commerce's Transportation and Parking Committee;
- 2. Miami Beach Community Development Corporation;
- 3. Ocean Drive Association;
- 4. Washington Avenue Task Force;
- 54. Miami Design Preservation League;
- 65. North Beach Development Corporation:
- 76. Mid-Beach Community Association;
- 8. South Pointe Advisory Board to the Redevelopment Agency;
- 97. Lincoln Road Marketing, Inc.
- 10. Miami Beach Transportation Management Association;
- 11. Miami Beach Convention Center/TOPA (SMG); and
- 12. Middle Beach Partnership, Inc., d/b/a 41st Street-Middle Beach Partnership.

A member of the City Administration, the City Parking Director and Transportation Coordinator shall serve as nonvoting ex officio-members. On an annual basis, the members of the committee shall elect a chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the committee. Ten Seven members shall consist of a quorum of the committee and shall be necessary in order to take any action.

#### **SECTION 2. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

#### SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

#### **SECTION 4. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

# SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this	day of	, 2006.
ATTEST:	MAYOR	
CITY CLERK		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
First Reading: July 12, 2006 Second Reading: September 6, 2006	•	40 O
Verified by: Saul Frances Parking Director		

<u>Underscore</u> denotes new language 7/6/2006
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# MIAMIBEACH

# CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, September 6, 2006, to consider the following:

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration" Amending Article 3, Entitled "Agencies, Boards, And Committees" Amending Division 25, Entitled "Transportation And Parking Committee" Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition Of The Committee To Delete The MembershipsRepresentation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations.

Inquiries may be directed to the Parking Department at (305) 673-7275.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East OfThe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

10:25 a.m.

10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Frocurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

Inquiries may be directed to the Procurement Division at (305) 673-7490.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904," Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property.

Inquiries may be directed to the Planning Department at (305) 673-7550.

2:00 p.m.

2:00 p.m.

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site;"Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants in Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

5:05 p.m.

5:05 p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

> Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305)673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). Ad #386

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Adoption of a Turtle Protection Ordinance for the protection of endangered sea turtles in Miami Beach.

#### **Key Intended Outcome Supported:**

Preserve Our Beaches.

#### Issue:

Shall the Mayor and Commission adopt the Turtle Protection Ordinance?

#### Item Summary/Recommendation:

Sea Turtles are protected by the U.S. Endangered Species Act of 1973 and Florida Law Chapter 370. It is illegal to harm or harass sea turtles, their nests or hatchlings. In addition, the Coastal Construction Control Line (CCCL) program, which regulates coastal construction, provides specific requirements for beachfront lighting. To prevent hatchling disorientation and adverse impacts to nesting turtles, installation of exterior lighting is strongly discouraged. If exterior lighting is proposed, the Florida Department of Environmental Protection (FDEP) outlines specific guidelines that a permittee must follow.

In order to be more effective, the responsibility for protecting nesting female and hatchling marine turtles should be a joint responsibility of local government and the Florida Department of Environmental Protection. Within the state of Florida, 18 Counties and 54 cities have adopted their own local turtle protection ordinances. The City of Miami Beach is proposing new local legislation that will protect native sea turtles by minimizing beachfront lighting and reducing the impact on the native population. The ordinance will restrict artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean.

Adopt the Ordinance.

#### **Advisory Board Recommendation:**

Land Use Committee – approved February 2006

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2	<del></del>	· · · · · · · · · · · · · · · · · · ·	
	3			
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OBPI	Total	·		

	City Clerk's Office Legislative Tracking:	
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Department Director	Assistant City Manager	City Manager
FLA		A



AGENDA ITEM R5B DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager For Jue My

DATE:

September 6, 2006

SECOND READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CITY OF MIAMI BEACH CODE BY ADDING ARTICLE 6 THEREOF ENTITLED "TURTLE **NESTING PROTECTION ORDINANCE", ESTABLISHING REGULATIONS FOR** LIGHTING AND OTHER ACTIVITIES ON PROPERTIES ABUTTING OR AFFECTING THE BEACH, INCLUDING EAST OF THE COASTAL CONSTRUCTION CONTROL LINE, FOR THE PROTECTION OF SEA AND MARINE TURTLES, ENDANGERED SPECIES NESTING ON MIAMI BEACH; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

#### ADMINISTRATION RECOMMENDATION

Approve the Ordinance on second reading.

#### **ANALYSIS**

Sea Turtles are protected by the US Endangered Species Act of 1973 and Florida Law Chapter 370. It is illegal to harm or harass sea turtles, their nests or hatchlings. In addition, the Coastal Construction Control Line (CCCL) program, which regulates coastal construction, provides specific requirements for beachfront lighting. To prevent hatchling disorientation and adverse impacts on nesting turtles, installation of exterior lighting is strongly discouraged. If exterior lighting is proposed, the Florida Department of Environmental Protection (FDEP) outlines specific guidelines that a permittee must follow.

In order to be effective, the responsibility for protecting nesting female and hatchling marine turtles should be a joint responsibility of local government and the FDEP. Within the state of Florida. 18 Counties and 54 cities have adopted their own local turtle protection ordinances. The City of Miami Beach is proposing new local legislation that will protect native sea turtles by minimizing beachfront lighting and reducing our impact on the native turtle population. This ordinance will minimize artificial lighting and other activities that disorient turtle hatchlings.

The City of Miami Beach is a natural nesting habitat for five species of endangered sea turtles; the Loggerhead, Green, Leatherback, Kemp's Ridley, and Hawksbill. Annually, beginning in April through early November, native sea turtles come to nest along our coastline. Although most nests are buried 12 to 24 inches deep, some are only a few inches below the beach surface. Hatchlings often sit at the top of the nest, just beneath the sand.

for one or more days waiting to leave the nest. Sea turtle hatchlings typically emerge from their nest at night. It is important not to disturb hatchlings, eggs or nests since hatchlings need to crawl to the sea unaided.

Although turtles prefer dark beaches, many do nest on lighted shores. In doing so, the lives of their hatchlings are jeopardized. Hatchlings are attracted to the brightest source of light, which on an unlighted beach would be the reflection of the moon off the surf. Beachfront artificial lighting poses a serious threat to nesting females as well as hatchlings. Beachfront lighting has been documented to negatively affect nesting females and often results in reduced or abnormal nesting activity. Visible light sources and the reflection of "glow" resulting from the cumulative effects of coastal lights contribute to this problem. On beaches where artificial lighting is visible, nesting females are deterred from nesting and the hatchlings, important journey to the sea is disrupted.

Hatchlings may wander landward through beachfront property or across parking lots and highways toward light sources. Most die from dehydration, direct exposure to the morning sun, or contact with vehicles. For those hatchlings that reach the ocean, unnecessary wandering due to disorientation increases their vulnerability to predation and expends limited energy stores.

During the nesting season, April 1<sup>st</sup> until October 31<sup>st</sup>, the following activities are prohibited:

- Direct illumination of the beach at nighttime during the nesting season.
- The operation of all motorized vehicles, except emergency and law enforcement, or beach maintenance vehicles or those permitted on the beach for marine turtle conservation and/or research.
- The building of campfires or bonfires.
- Fireworks displays, except those that have City special event permits and an ("FDEP") permit.

Special events taking place on the beach during nesting season that may have lighting needs shall require a permit from the FDEP.

New development or renovations exceeding 50 percent must be designed and built to meet the ordinance lighting guidelines. New developments that have already been permitted and existing developments will have six months from the effective date of this ordinance to reposition, modify or redirect existing lights that directly illuminate the beach, such as floodlighting directly visible from the beach. In addition, a one year period will be granted to permanently remove, change or disable any fixture that cannot be brought into compliance with the provisions of these standards.

Commercial signage facing the ocean, or in the line-of-sight of the beach, except building identification signs, shall not be illuminated during the hours of 9:00pm- 7:00am during nesting season within 18 months of the effective date of this article.

Buildings located along Ocean Drive that are east of the CCCL line are allowed to maintain current outdoor lighting. Additional special event spotlights or lighting during turtle season should be minimized after 9:00pm and/or directed away from the beach.

Once initial compliance is achieved within the first year, the number of lighting violations is anticipated to be minimal. This ordinance will be enforced by the City of Miami Beach Code Compliance Division and the Environmental Resources Management Division of the Public Works Department, in cooperation with the FDEP. A City-wide inspection by the Environmental Division will be conducted at the beginning of the Turtle Nesting Season. If a violation is found, the Division will conduct outreach to the owner to attempt voluntary compliance. If no voluntary compliance is achieved, then Code Compliance will intervene.

City regulatory departments, Planning, Building and Public Works, will continue to review construction plans to ensure that new developments, major renovations, or new lighting be in compliance with the ordinance. Therefore, no additional resources are required.

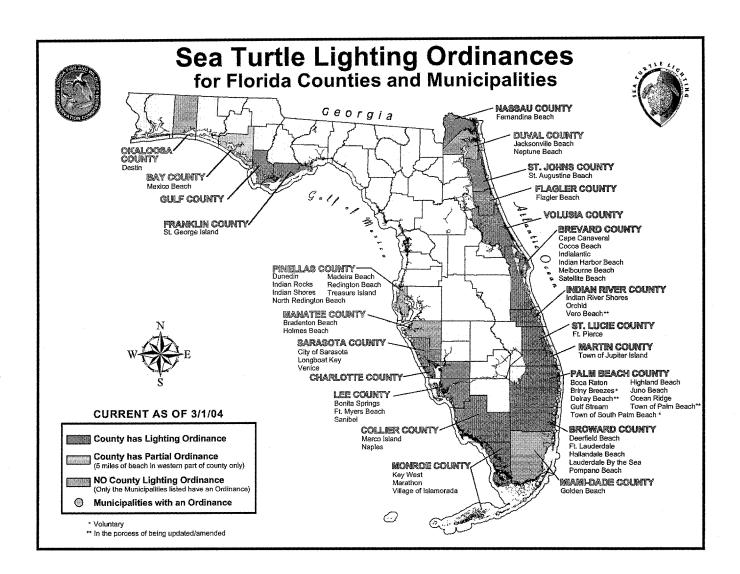
Violations of this ordinance are enforceable pursuant to the enforcement provisions of Section 1-14 and Chapter 30 of this Code. Violations fees will be used to further enhance and protect the dunes system, which are part of the native sea turtle habitat.

Initial outreach for this ordinance has been successfully conducted with the Greater Miami Beach Hotel Association, North Beach Development Corporation, the CMB Beach Preservation Committee, ECOMB, and several other hotels and condos, including Triton Towers, Riviera Condominium Association, Four Points Sheraton, Best Western Beach Resort, Days Inn Oceanside, Fairfield Inn & Suites and Days Inn South Beach.

The administration recommends the adoption of the Turtle Protection Ordinance to protect our native Sea Turtle Population.

JMG/RM/FHB/RH/FV/jzr

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<b>ORDINA</b>	NCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE MIAMI BEACH CITY CODE BY ADDING ARTICLE 6 THEREOF ENTITLED "TURTLE NESTING PROTECTION ORDINANCE," ESTABLISHING REGULATIONS FOR LIGHTING AND OTHER ACTIVITIES PROPERTIES ABUTTING OR AFFECTING THE **EAST** OF THE COASTAL INCLUDING BEACH. CONSTRUCTION CONTROL LINE, FOR THE PROTECTION OF SEA AND MARINE TURTLES, ENDANGERED SPECIES MIAMI BEACH: **PROVIDING** NESTING ON REPEALER. SEVERABILITY, CODIFICATION AND AN **EFFECTIVE DATE.** 

WHEREAS, the beach along the Atlantic Ocean, within the boundaries of the City of Miami Beach, is utilized by federally protected sea turtles for nesting; and

WHEREAS, artificial night-time lighting directly affects and disorients turtle hatchlings resulting in losses in turtle populations; and

WHEREAS, the City desires to adopt a lighting ordinance for the protection of endangered sea turtles, as per federal and state environmental regulations.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Chapter 46 of the Miami Beach City Code is hereby amended to add a new Article VI, entitled "Turtle Nesting Protection Ordinance," as follows:

**Section 1.** The Miami Beach City Code, Chapter 46, "Environment," is hereby amended by adding a new Article VI, entitled "Turtle Nesting Protection Ordinance," which shall read as follows:

# **Article VI. Turtle Nesting Protection Ordinance**

# Sec. 46-201. Purpose and Intent.

The purpose of this article is to reduce the impacts of artificial coastal lighting on threatened and endangered sea turtles that nest on the beaches of Miami Beach by restricting artificial lighting and other activities that disorient turtle hatchlings, causing them to crawl toward land rather than toward the ocean. This article is intended to provide overall improvements in nesting habitat degraded by light pollution, and increase successful nesting activity and production of hatchlings. The restrictions and constraints of this article shall be effective within the incorporated areas of Miami Beach and apply to any coastal lighting or other activity that has potential to adversely impact sea turtles within City limits.

#### Sec. 46-202. Definitions.

Artificial light means any point source of light emanating from a device made by humans, including but not limited to incandescent mercury vapor, metal halide, sodium lamps, fluorescent, flashlights, spotlights, streetlights, vehicular lights, construction lights, security lights, bonfires, or any light emanating from any reflective surface of the device.

Beach means that area of unconsolidated material that extends landward from the mean low-water line of the Atlantic Ocean, to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation.

Bug type bulb means any yellow or other colored light bulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Coastal construction activities mean any work or activity that is likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes.

Coastal Construction Control Line (CCCL) means the line established by the State of Florida pursuant to section 161.053, Florida Statutes, and filed in the public records of the county, which defines that portion of the beach dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

County means Miami-Dade County.

<u>Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.</u>

<u>Directly illuminated</u> means illuminated as a result of glowing elements, lamps, globes, or reflectors of an artificial light source that is visible to an observer on the beach.

<u>Dune means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by any natural or artificial mechanism.</u>

Filmed glass means window glass that has been covered with a film such that the material has a shading coefficient of forty-five (45) percent or less, adhesive as an integral part, and has performance claims that are supported by approved testing procedures and documentation.

<u>Floodlight means a reflector-type light fixture that may be attached directly to a building, other structure, or free-standing, and is unshielded.</u>

Frontal dune means the first natural or artificial mound or bluff of sand that is located landward of the beach and that has sufficient vegetation, height, continuity and configuration to offer protective value.

Ground-level barrier means any vegetation, natural feature or artificial structure rising from the ground that prevents beachfront lighting from shining directly onto the beach-dune system.

Hatchling means any species of marine turtle, within or outside of a nest, which has recently hatched from an egg.

<u>Indirectly illuminated</u> means illuminated as a result of glowing elements, <u>lamps</u>, globes, or reflectors of an artificial light source that is not visible to an observer on the beach.

Low-profile luminaire means a light fixture set on a base that raises the source of light no higher than forty-eight (48) inches off the ground, and designed in such a way that light is directed downward from a hooded light source.

Marine turtle means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as a nesting habitat, including the species: Caretta caretta (loggerhead), Chelonia mydas (green), Dermochelys coriacea (leatherback), Eretmochelys

imbricata (hawksbill), and Lepidochelys kempi (Kemp's ridley). For purposes of this section, marine turtle is synonymous with sea turtle.

Nest means an area where marine turtle eggs have been naturally deposited or subsequently relocated.

<u>Nesting season</u> means the period from April 1 through October 31 of each year.

New development means new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

<u>Nighttime</u> means the time period between sunset and sunrise within the city limits of Miami Beach.

<u>Person</u> means individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

<u>Pole lighting means a light fixture set on a base or pole that raises the source of the light higher than forty-eight (48) inches off the ground.</u>

Solar screens mean screens that are fixed installations and permanently project shade over the entire glass area of the window. The screens must be installed on the outside of the glass and must have a shading coefficient of forty-five (45) percent or less and have performance claims supported by approved testing procedures and documentation.

<u>Tinted glass means any glass treated to achieve an industry-approved inside-to-outside light transmittal value of forty-five (45) percent or less.</u>
<u>Such transmittance is limited to the visible spectrum (four hundred (400) to seven hundred (700) nanometers) and is measured as the percentage of light that is transmitted through the glass.</u>

# Sec. 46-203. Prohibited activities disruptive to marine turtles.

- (a) The following activities involving direct illumination of portions of the beach are prohibited on the beach at nighttime during the nesting season for the protection of nesting marine turtle females, nests and hatchlings:
  - (1) The operation of all motorized vehicles, except emergency and law enforcement, or beach maintenance vehicles or those permitted on the beach for marine turtles conservation and/or research.
  - (2) The building of campfires or bonfires.
  - (3) <u>Fireworks displays</u>, except those that have City special event permits and a Florida Department of Environmental Protection ("DEP") permit.

# (b) Special events.

Special events taking place on the beach during nesting season that may have lighting needs shall require a permit from the Florida Department of Environmental Protection.

- (c) Lighting standards for new development.
- It is the policy of the City of Miami Beach that no artificial light shall illuminate any area of the beach. The following applies to lighting located east of the Coastal Construction Control Line (CCCL) or lighting that directly illuminates the beach and interferes with turtle nesting. To meet this intent, all public and private properties and uses involving new construction, or renovations exceeding 50% of the value of the structure as determined by the Building Official, located east of the CCCL shall comply with the following:
- (1) Exterior artificial light fixtures shall be designed and positioned so that the point source of light or any reflective surface of the light fixture is not directly visible from the beach; areas seaward of the dune are not directly or indirectly illuminated.
- (2) Exterior artificial light fixtures within direct line-of-sight of the beach shall be completely shielded downlight only fixtures, or recessed fixtures having low wattage (i.e., "bug" type bulbs of fifty (50) watts or less) and non-reflective interior surfaces. Other fixtures that have appropriate shields, louvers or cut-off features may also be used if in compliance with the requirements of subsection (1) of this section.
- (3) All fixtures shall be mounted as low in elevation as possible through use of low-mounted wall fixtures, wall fixtures fitted with hoods, low bollards and ground-level fixtures, so that no light is directly visible from the beach or illuminates the beach.

- (4) Floodlights, upward-oriented lights, spotlights or search lights for decorative and accent purposes, or used as security lights, are prohibited if they would be directly visible from the beach, or would indirectly or cumulatively illuminate the beach.
- (5) Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve the safety and security function in compliance with the provisions of Crime Prevention Through Environmental Design (CPTED). Motion detectors should be employed to keep lights off except when approached, and such motion detectors should switch lights on for the minimum duration possible.
- (6) Pole lights, if used, shall be shielded in such a manner that light will be contained primarily within the area that is landward of the pole, and light shall not be directly visible from the beach.
- (7) Lights on balconies and catwalks facing the ocean shall be limited to: low profile luminaries positioned so that no light illuminates or is visible from the beach; wall mounted fixtures fitted with hoods with non-reflective interiors so that no light illuminates the beach or overhead lighting containing bug-type bulbs or other bulbs with fifty (50) watts or less and non-reflective interior surfaces.
- (8) Tinted glass shall be installed on all windows and glass doors of single and multi-story structures facing or within line-of-sight of the beach. Shade screens can be substituted for this requirement.
- (9) Parking areas and structures shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach. Parking area and parking structure lighting shall be shielded from the beach through the use of shields that direct light away from the beach, and ground-level barriers designed in conformance to the CPTED principals. Such ground-level barriers shall not interfere with marine turtle nesting or hatchling emergence and shall not cause short or long-term damage to the beach/dune system. Entrances and exits to parking structures shall not face the ocean. Surfaces of parking areas shall not contain ground glass or other reflective material.
- (10) Lighting provided for any outdoor recreational feature on or abutting the beach (such as tennis court, swimming pool, etc.) shall be shielded to prevent light from directly or indirectly illuminating the beach.
- (11) Dune crosswalks, if lighted, shall utilize low profile shielded luminaries.
- (12) No roof top advertising sign that is illuminated in any fashion shall be permitted.
- (13) Temporary security lights at construction sites shall not be mounted more than fifteen (15) feet above the ground. Illumination from the lights shall be the minimum necessary to assure security, shall not

spread beyond the boundary of the property being developed, and in no case shall such lights illuminate the beach.

(d) Lighting standards for new development that has already been permitted

The provisions of subsection (c) of this section shall not apply to any structure for which the City of Miami Beach Building Department has issued a building permit prior to the effective date of this division. Such structures shall be governed by the provisions of subsection (e) of this section.

- (e) Lighting standards for existing development
- It is the policy of the City of Miami Beach that no artificial light shall illuminate any area of the beach. To meet this intent, lighting of existing structures, located east of the CCCL and that can be seen from the beach, shall be in compliance with the following:
- (1) Within six (6) months of the effective date of this article, existing artificial light fixtures shall be repositioned, modified, or removed so that:
- a. The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
- b. Areas seaward of the frontal dune are not directly or indirectly illuminated; and
- c. Areas seaward of the frontal dune are not cumulatively illuminated.
- (2) Within one (1) year of the effective date of this article, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:
- a. Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;
- b. Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields:
- c. Replace traditional light bulbs with bug type bulbs not exceeding fifty (50) watts;
- d. Replace non-directional fixtures with directional fixtures that point down and away from the beach;
- e. Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

- f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;
- g. Replace incandescent, florescent, and high intensity lighting with the lowest wattage low pressure sodium vapor lighting possible for the specific application;
- h. Plan or improve vegetation buffers between the light source and the beach to screen light from the beach;
- i. Construct a ground level barrier to shield light sources from the beach. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long-term damage to the beach/dune system;
- j. Permanently remove or permanently disable any fixture that cannot be brought into compliance with the provisions of these standards.
- (3) Commercial signage facing the ocean or in the line-of-sight of the beach, except building identification signs, shall not be illuminated during the hours of 9pm 7am of nesting season within eighteen (18) months of the effective date of this article.
- (4) Buildings located along Ocean Drive that are east of the CCCL line are allowed to maintain current outdoor lighting. Additional special event spotlights or lighting during turtle season should be minimized after 9pm and/or directed away from the beach. When conducting renovations, buildings are encouraged to replace Neon lighting with LED lighting.
- (f) Publicly owned lighting.
- Street lights, existing lighting at parks, publicly owned parking facilities and publicly owned walkways shall be subject to the following:
- (1) Streetlights. Street lights installed after the effective date of this ordinance shall either be located so that the bulk of illumination will travel away from the beach, and shielding is used to prevent light from illuminating the beach, or shall be low profile luminaries. Street lights existing prior to the effective date of this ordinance shall be equipped with shields that minimize backlighting shall not illuminate the beach and shall reduce visibility from the beach.
- (2) Lighting at parks, publicly owned parking facilities and publicly owned walkways shall be shielded or shaded during nighttime hours of nesting season so that such lighting does not illuminate the beach and visibility is reduced from the beach. Such shielding or shading shall not create a CPTED problem or safety hazard for pedestrians.

### Sec. 46-204. Enforcement and Penalties.

Violation of the provisions of this article or failure to comply with any of its requirements shall constitute an offense enforceable pursuant to the enforcement provisions of Section 1-14 and Chapter 30 of this Code. When it has been determined that a violation has occurred, notice of the violation and an opportunity for a hearing shall be served on the property owner. Other person or persons responsible for lighting or management of the property may also be served with notice if determined appropriate by the City administration. Upon refusal, failure or neglect of the person or persons served with a notice of violation to cure the violation with ten (10) days of such notice, or when the violator or the violator's representatives do not appear at the hearing granted pursuant to this Code or as otherwise provided by law, or when an order finding a violation is entered against the violator, the enforcing agency shall notify the property owner, in writing, that an external lighting source causing the violation may be removed by the City within ten (10) business days thereafter. Alternatively, or in addition, at the discretion of the City administration, a daily fine may be assessed against the violator, with such fine to begin to be assessed within ten (10) business days thereafter, and to be continuously assessed until the conclusion of nesting season or until the violation is corrected. Costs incurred by the City associated with the removal by the City of external lighting sources causing violations shall be recovered from the property owner, or such person or persons causing the violation, and, if not recovered from the person or persons, shall be placed as a lien against the property and reimbursed to the City at time of sale of the property.

#### SECTION 2. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

#### **SECTION 3. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4.	SEVER	ABILITY.
If any	section,	subsection,

clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

<b>SECTION 5. E</b>	FFECTI'	VE D	ATE.
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This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this	day of 2006.
	MAYOR
ATTEST:CITY CLERK	
APPROVED AS TO FORM AND LANGUAGE & FOR EXECU	TION
CITY ATTORNEY Da	ted

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### MIAMIBEACH

#### CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY** given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, September 6, 2006,** to consider the following:

10:15 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration" Amending Article 3, Entitled "Agencies, Boards, And Committees" Amending Division 25, Entitled "Transportation And Parking Committee" Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition Of The Committee To Delete The Memberships Representation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations.

Inquiries may be directed to the Parking Department at (305) 673-7275.

#### 10:20 a.m.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East Offhe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration"By Amending Article VI, Entitled "Procurement"By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees"By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

inquiries may be directed to the Procurement Division at (305) 673-7490.

10:40 a.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904, "Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property.

Inquiries may be directed to the Planning Department at (305) 673-7550.

2:00 p.m.

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site;"Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hail, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

> Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305)673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). Ad #386

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#### **Condensed Title:**

Second Reading of An Ordinance Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period; Providing For Repealer, Severability, Codification, And An Effective Date.

#### **Key Intended Outcome Supported:**

Enhance Access to Labor Pool.

#### lssue

Whether the Ordinance Amendment Should be Approved?

#### Item Summary/Recommendation:

Pursuant to the direction of the Mayor and City Commission at its June 7, 2006 meeting, the Administration and City Attorney's Office, have prepared the attached amendment to the City's Living Wage Ordinance, which requires covered employers or the City to pay a living wage of not less than \$9.81 an hour, effective as of the date of employment of covered employee.

The proposed amendment was approved by the City Commission on first reading on July 12, 2006, and will require all covered employers to pay their employees effective on the employee's date of hire, a living wage of no less than \$8.56 an hour plus at least \$1.25 an hour towards health benefits for a total minimum value of \$9.81 an hour, or a living wage of no less than \$9.81 an hour without health benefits.

For a covered employer or the City to comply with the living wage provision by choosing to pay the lower wage scale (\$8.56 per hour) available when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents.

By adopting this Ordinance amendment, the Living Wage Ordinance will better ensure that contractors and subcontractors follow the intent of the Living Wage Ordinance, continuing to set a community standard that permits full-time workers to live above the poverty line.

#### ADOPT THE ORDINANCE AMENDMENT.

#### Advisory Board Recommendation:

#### Financial Information:

Source of		Amount	Account	Approved
unds:	1			
	2			
	3			
	4			
OBPI	Total			

#### **Financial Impact Summary:**

City Clerk's Office Legislative Tracking:

Gus Lopez, extension 6641

Sign-Offs: Department	Assistant City Manager	City Manager
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SECOND READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE ENTITLED "ADMINISTRATION"; BY AMENDING ARTICLE VI, ENTITLED "PROCUREMENT"; BY AMENDING DIVISION 6, ENTITLED "LIVING WAGE REQUIREMENTS FOR CITY SERVICE CONTRACTS AND CITY EMPLOYEES"; BY AMENDING SECTION 2-408(b), ENTITLED "HEALTH BENEFITS; ELIGIBILITY PERIOD", TO REQUIRE COVERED EMPLOYERS, OR THE CITY, TO PAY A LIVING WAGE OF \$9.81 AN HOUR, COMMENCING ON THE DATE OF HIRE OF THE COVERED EMPLOYEE, THROUGH THE ELIGIBILITY PERIOD; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

#### **ADMINISTRATION RECOMMENDATION**

The Ordinance was approved on July 12, 2006. The Commission set a second reading, public hearing for September 6, 2006. The Administration recommends that the City Commission adopt the Ordinance on second reading.

#### **ANALYSIS**

Pursuant to the direction of the Mayor and City Commission at its June 7, 2006 meeting, the Administration and City Attorney's Office, have prepared the attached amendment to the City's Living Wage Ordinance, which requires covered employers or the City to pay a living wage of not less than \$9.81 an hour, effective as of the date of employment of covered employee.

Currently, Section 2-408(b), entitled "Health Benefits; eligibility period", allows covered employers to pay a new employee the lower rate of \$8.56 per hour during the first 90 days of the employee's eligibility period. If the contractor's eligibility period is greater than 90 days, then, commencing on the 91st day of the eligibility period, the contractor will pay the employee the higher rate of \$9.81 until the employee receives health benefits.

The proposed amendment was approved on first reading on July 12, 2006, and will require all covered employers to pay their employees effective on the employee's date of hire, a living wage of no less than \$8.56 an hour plus at least \$1.25 an hour towards health benefits for a total minimum value of \$9.81 an hour, or a living wage of no less than \$9.81 an hour without health benefits.

For a covered employer or the City to comply with the living wage provision by choosing to pay the lower wage scale (\$8.56 per hour) available when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents.

If the health benefits plan of the covered employer or the City requires an initial period of employment for a new employee to be eligible for health benefits (eligibility period) the living wage provision shall be complied with during the eligibility period, provided the covered employer or the city commences to pay a living wage of not less than \$9.81 an hour, effective as of the date of employment of covered employee.

Upon completion of the eligibility period, provided the new employee will be provided health benefits, a covered employer may commence to pay the \$8.56 an hour wage scale.

Failure to comply with this provision shall be deemed a material breach under the awarded Agreement, under which the City may, at its sole option, immediately terminate the Agreement, and may further subject successful bidder to additional penalties and fines, as provided in the City's Living Wage Ordinance.

#### CONCLUSION

By adopting this Ordinance amendment, the Living Wage Ordinance will better ensure that contractors and subcontractors follow the intent of the Living Wage Ordinance, continuing to set a community standard that permits full-time workers to live above the poverty line.

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE MIAMI BEACH CITY CODE, ENTITLED "ADMINISTRATION"; BY AMENDING ARTICLE VI, ENTITLED "PROCUREMENT": BY AMENDING DIVISION 6, ENTITLED "LIVING WAGE REQUIREMENTS FOR CITY SERVICE CONTRACTS AND AMENDING SECTION 2-408(b), ENTITLED "HEALTH EMPLOYEES";BY BENEFITS; ELIGIBILITY PERIOD', TO REQUIRE COVERED EMPLOYERS, OR THE CITY, TO PAY A LIVING WAGE OF \$9.81 AN HOUR, COMMENCING ON THE DATE OF HIRE OF THE COVERED EMPLOYEE, THROUGH THE ELIGIBILITY PERIOD: PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission, at its June 6, 2006 City Commission meeting, directed the Administration to amend the City's Living Wage Ordinance to require covered employers, or the City, to pay a living wage of \$9.81 an hour, commencing on the date of hire of the covered employee; and

WHEREAS, the intent of the proposed amendment is to require all covered employers or the City to pay their employees effective on the employee's date of hire, a living wage of no less the \$8.56 an hour plus at least \$1.25 an hour towards health benefits for a total minimum value of \$9.81 an hour, or a living wage no less the \$9.81 an hour without health benefits; and

WHEREAS, if the health benefits plan of the covered employer or the City requires an initial period on employment for a new employee to be eligible for health benefits (eligible period) the living wage provision shall be complied with during the eligibility period, provided the covered employer or the City commences to pay a living wage no less than \$9.81 an hour, effective as of the date of employment of covered employee; and

WHEREAS, upon completion of the eligibility period, provided the new employee will be provided health benefits, a covered employer may commence to pay the \$8.56 an hour wage scale; and

WHEREAS, by adopting this Ordinance amendment, the Living Wage Ordinance will better ensure that contractors follow the intent of the Living Wage Ordinance, continuing to set a community standard that permits full-time workers to live above poverty line.

# NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AS FOLLOWS:

#### SECTION 1. AMENDMENT OF CITY CODE

That Section 2-408(b), entitled "Health Benefits", of Division 6, entitled "Living Wage Requirements for Service Contracts and City Employees", of Article VI, entitled "Procurement", of Chapter 2, entitled "Administration, of the Miami Beach City Code is hereby amended to read as follows:

# Chapter 2 ADMINISTRATION

Article VI. Procurement

Division 6. Living Wage Requirements for Service Contracts and City Employees

#### **SECTION 2-408. LIVING WAGE**

\* \* \*

(b) Health Benefits; eligibility period. For a covered employer or the city to comply with the living wage provision by choosing to pay the lower wage scale available when a covered employer also provides health benefits, such health benefits shall consist of payment of at least \$1.25 per hour toward the provision of health benefits for covered employees and their dependents.

If the health benefits plan of the covered employer or the city requires an initial period of employment for a new employee to be eligible for health benefits (eligibility period) the living wage provision shall be <u>deemed to be</u> complied with <del>as follows</del> during the eligibility period; provided the covered employer or the city commences to pay a living wage of not less than \$9.81 an hour, effective as of the date of hire of the covered employee.

Upon completion of the eligibility period, provided the new employee will be provided health benefits, a covered employer may commence to pay the \$8.56 an hour wage scale.

- (1) Provided the new employee will be paid health benefits upon the completion of the eligibility period, a Covered Employer or the City may only qualify to pay the \$8.56 per hour wage scale for a term not to exceed the first ninety (90) days of the new employee's eligibility period, said term commencing on the employee's date of hire.
- (2) If the Covered Employer's or the City's eligibility period exceeds the ninety (90) day term provided in subsection (1) above, then the Covered Employer or the City, commencing on the ninety first (91<sup>st</sup>) day of the new employee's eligibility period, must commence to pay a living wage of not less than \$9.81 an hour.

Proof of the provision of health benefits must be submitted to the awarding authority to qualify for the wage rate for employees with health benefits.

#### **SECTION 2. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

#### **SECTION 3. SEVERABILITY.**

If any section, subsection, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

### **SECTION 4. CODIFICATION.**

SECTION 5 FEFECTIVE DATE

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be returned.

		MAYOR	
ATTEST:			
PASSED and ADOPTED this	day of	, 2006.	
OLOHOWS. EFFECTIVE DATE.			

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### MIAMIBEACH

#### CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, September 6, 2006, to consider the following:

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration" Amending Article 3, Entitled "Agencies, Boards, And Committees" Amending Division 25, Entitled "Transportation And Parking Committee" Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition Of The Committee To Delete The MembershipsRepresentation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations.

Inquiries may be directed to the Parking Department at (305) 673-7275.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtie Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East OfThe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Procurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

Inquiries may be directed to the Procurement Division at (305) 673-7490.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904, "Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property.

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site;"Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

5:05 p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miam! Beach. Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

> Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305)673-7218(TTY) five days in advance to initiate your users may also call 711 (Florida Relay Service) Ad #386

#### Condensed Title:

Ordinance Amendment pertaining to voting, quorum and approval requirements for the Historic Preservation Board.

#### **Key Intended Outcome Supported:**

Increase satisfaction with neighborhood character.

#### Issue:

Making the relevant section of the City Code consistent with the long standing Board policy regarding tie votes, as delineated in the Board By-Laws.

#### Item Summary/Recommendation:

The proposed Ordinance would clarify the requirements and procedures of the Historic Preservation Board as they pertain to ties votes, quorums and voting.

On July 12, 2006, the City Commission approved the proposed Ordinance on First Reading.

The Administration recommends that the City Commission adopt the proposed Ordinance.

#### **Advisory Board Recommendation:**

On April 10, 2006, the Historic Preservation Board reviewed the subject Ordinance and recommended approval.

On June 27, 2006, the Planning Board, transmitted the Ordinance to the City Commission with a favorable recommendation.

#### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
	4			
OBPI	Total			7110000

#### **Financial Impact Summary:**

The proposed Ordinance is not expected to have any fiscal impact.

#### City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Joy Some		
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SECOND READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY **AMENDING CHAPTER** 118. "ADMINISTRATION AND "BOARDS", DIVISION PROCEDURES". "HISTORIC ARTICLE II. 4. **PRESERVATION** BOARD", SECTION 118-106 TO **MODIFY** REQUIREMENTS **FOR APPROVALS OF CERTIFICATES** OF APPROPRIATENESS: PROVIDING FOR REPEALER, CODIFICATION,

SEVERABILITY AND AN EFFECTIVE DATE

#### ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

#### **ANALYSIS**

On March 8, 2005, the Historic Preservation Board approved a development project for the Ritz Plaza Hotel located at 1701 Collins Avenue. On May 10, 2005, the Delano Hotel and the Doubletree Surfcomber Hotel appeared before the Historic Preservation Board requesting a rehearing of the March 8, 2005 approval of the Ritz Plaza Hotel application. The Historic Preservation Board could not reach a consensus on whether a re-hearing should be granted, and deadlocked 3-3 on a motion to grant a re-hearing. In light of the fact that the tie vote could not be broken, and in accordance with the Board By-Laws, the request for a rehearing was determined to be denied.

The appellants then filed an appeal of the Historic Preservation Board decision denying the re-hearing to the Historic Preservation Special Master. The appellants argued, among other things, that Section 118-106 of the City Code specifies that a "majority vote of the members present shall be necessary to approve all requests and decide all issues coming before the Board". The appellants also maintained that notwithstanding the relevant section of the Historic Preservation Board By-Laws, which states that "in the event of a tie vote on any question, project, matter or application at a public hearing or meeting, such decision or recommendation shall be considered denied", the express language in Section 118-106 of the City Code controls.

The Special Master concurred with the appellants and the request for a re-hearing was remanded back to the Historic Preservation Board for further consideration. The matter is September 6, 2006 Commission Memorandum HP Board Approvals Ordinance Page 2 of 2

currently pending before the Historic Preservation Board, on remand from the Special Master.

The proposed Ordinance makes the relevant section of the City Code consistent with the long standing Board policy regarding tie votes, as delineated in the Board By-Laws. This is an important issue because on a number of occasions it is difficult to field an odd number of Board Members and the requirement that all decisions be subject to a majority vote could hold certain items, such as re-hearings, in perpetuity for a lengthy period of time.

The proposed Ordinance also clarifies the quorum and voting requirements for revisions to Certificates of Appropriateness, as well as projects not involving demolition.

The City Commission referred this Ordinance to the Planning Board on May 10, 2006. At the June 27, 2006 meeting, the Planning Board transmitted the subject Ordinance to the City Commission with a favorable recommendation.

On July 12, 2006, the City Commission approved the Proposed Ordinance on First Reading.

#### **FISCAL IMPACT**

The proposed Ordinance is not expected to have any fiscal impact.

#### CONCLUSION

The Administration recommends that the City Commission adopt the proposed Ordinance.

Pursuant to Section 118-164(4) of the City Code, an affirmative vote of five-sevenths shall be necessary in order to enact any amendments to the Land Development Regulations.

#### JMG/TH/JGG/TRM

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#### **HP Approval Revisions**

ORDIN	IANCE	NO.	
~	., ., . <del>.</del>		

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES", ARTICLE II, "BOARDS", DIVISION 4, "HISTORIC PRESERVATION BOARD", SECTION 118-106 TO MODIFY THE REQUIREMENTS FOR APPROVALS OF CERTIFICATES OF APPROPRIATENESS; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to the City's Development Review Boards; and

**WHEREAS**, the City of Miami Beach has adopted regulations pertaining to the Historic Preservation Board; and,

**WHEREAS**, The City of Miami Beach desires to expand and enhance the requirements for the APPROVAL OF Certificates of Appropriateness and other decisions rendered by the Historic Preservation Board; and,

**WHEREAS**, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

**SECTION 1.** That Chapter 118, Entitled "Administration and Review Procedures", Article II, Entitled "Boards", Division 4, Entitled "Historic Preservation Board" of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-106. Quorum.

The presence of a quorum shall be necessary to conduct a historic preservation board meeting. A quorum shall consist of four members of the board. A majority vote of the members present shall be necessary to approve all requests or to decide all issues coming before the board with the following exceptions:

- (1) Issuance of a certificate of appropriateness for demolition, recommendations for historic designation and reclassification of properties listed as "historic" in the historic properties database shall require five affirmative votes.
- (2) The issuance of a certificate of appropriateness pertaining to revisions to any application for a property where a certificate of appropriateness for demolition was previously issued, including an after-the-fact certificate of appropriateness for demolition, shall require five affirmative votes.
- (3) The issuance of a certificate of appropriateness pertaining to any application for

new construction, renovation or rehabilitation, except as otherwise provided in this section, shall require four affirmative votes.

(4) <u>In the event of a tie vote on a motion on all requests or issues coming before the board, the motion shall be deemed denied.</u>

#### **SECTION 2. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

#### **SECTION 3. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

#### **SECTION 4. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

#### **SECTION 5. EFFECTIVE DATE.**

Underscore denotes new language

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8/22/2006

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this	day of	, 200	06.
ATTEST:	MAYOR		The state of the s
CITY CLERK	FORM & FOR E	VED AS TO LANGUAGE EXECUTION	8/28/06
First Reading: July 12, 2006 Second Reading: September 6, 2006 Verified by:  Jorge G. Gomez, AICP Planning Director	City Attor	rney M	Date

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### MIAMIBEACH

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10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Procurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of 59.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

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An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118. "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904, "Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property.

Inquiries may be directed to the Planning Department at (305) 673-7550.

2:00 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site," Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

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INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105, Fia. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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#### **Condensed Title:**

Amendment pertaining to cigar vendors operating from open porches, terraces and patios in the MXE, Mixed Use Entertainment Districts.

**Key Intended Outcome Supported:** 

Increase neighborhood satisfaction

#### Issue:

Should the sale of cigars and cigarettes by a vendor licensed on the premises be permitted provided that such sale or transaction only occurs on private property and not on the City's right of way.

Item Summary/Recommendation:

The proposed ordinance would permit cigar vendors to sell their merchandise from open porches, terraces and patios in the MXE districts.

The Administration recommends that the Commission adopt the ordinance as amended at the July 12, 2006 City Commission meeting.

**Advisory Board Recommendation:** 

At the June 27, 2006 meeting, the Planning Board recommended that the City Commission approve a modified version of the ordinance which would permit the transportation of goods and merchandise from one location to another in covered, obscured containers. The Board approved the motion by a vote of 4-0 (3 members absent).

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
	4			
OBPI	Total			

**Financial Impact Summary:** 

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:

Department Director	Assistant City Manager	City Manager
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AGENDA ITEM RSE DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

Second Reading Public Hearing

SUBJECT: Cigar Vendors in the MXE Districts

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING ARTICLE IV, "SUPPLEMENTARY USE REGULATIONS," SECTION 142-874, "REQUIRED **ENCLOSURES," CLARIFYING** STORE **ENCLOSURES:** BY **SECTION AMENDING** 142-904," **ADDITIONAL MIXED** USE ENTERTAINMENT DISTRICT REGULATIONS," TO ALLOW THE SALE OF CIGARS AND CIGARETTES BY A VENDOR LICENSED ON THE PREMISES WITH TRANSACTIONS TO OCCUR ONLY WITHIN PRIVATE PROPERTY. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN **EFFECTIVE DATE.** 

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance.

#### **BACKGROUND**

At the May 10, 2006 meeting, the City Commission referred to the Neighborhoods/Community Affairs Committee the request to review and make recommendations on a proposed amendment to the Land Development Regulations of the City Code relative to allow cigar vendors on Ocean Drive/Collins Avenue (MXE, Mixed Use Entertainment District). The Committee recommended that the Commission refer this ordinance to the Planning Board.

#### **ANALYSIS**

Section 142-902, "Additional Mixed Use Entertainment District Regulations," specifies that uses located on the porch, terrace or patio of a building in the MXE are restricted to table seating for eating and drinking establishments with cooking facilities within the interior of the building, and the sale of flowers, which must be on a movable stand and placed inside the building at closing time. This restriction on open porches, terraces and patios created certain ambiguity for Code Compliance when cigar and cigarette vendors used these areas to sell their goods to patrons.

In addition, the cigarette and cigar vendors were oftentimes offering their goods to patrons on sidewalk cafes, traversing the right-of-way from one location to another. On busy sidewalks like Ocean Drive, this sometimes caused the obstruction of pedestrian

traffic, as well as a violation of Section 142-874, which requires the sale of goods from a substantially enclosed permanent building. At its meeting of June 27, 2006, the Planning Board recommended a modification to the proposed ordinance that would permit the transportation of goods and merchandise from one location to another in covered, obscured containers.

The proposed ordinance proposes to allow the sale of cigars and cigarettes by a vendor licensed on the premises, provided that such sale or transaction occurs only on private property and not on the City's right of way and will comply with Sec. 74-1 of this Code. This section reads as follows:

Section 74-1, "Soliciting business in public from pedestrians."

It shall be unlawful for any person, while upon any public street or sidewalk or while in any building, doorway, stairway, window or other opening abutting on or adjacent to such street or sidewalk, to accost or attempt to accost any pedestrian on such street or sidewalk for the purpose of soliciting him to purchase any property, real or personal, or to solicit him to enter any place of business for the purpose of selling to or inducing or attempting to induce such pedestrian to purchase any property, real or personal.

The proposed ordinance also will amend Section 142-874, "Required enclosures," by exempting roof-top areas not visible from the right-of-way from the "substantially enclosed" provision.

#### PLANNING BOARD ACTION

At the June 27, 2006 meeting, the Planning Board recommended that the City Commission adopt a modified ordinance that would permit the transportation of goods and merchandise from one location to another in covered containers that are obscured from view.

#### FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

#### **CITY COMMISSION ACTION**

At the July 12, 2006 meeting, the City Commission approved the proposed ordinance on first reading, amending a portion of the ordinance allowing the transport of goods and merchandise from one location to another restricting this action to obscure containers and prohibiting the use of flashing lights, signs, markings or other devices that would call attention to the person or the goods and merchandise.

#### CONCLUSION

The Administration recommends that the City Commission adopt the proposed ordinance as amended at the July 12, 2006 Commission meeting.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or

prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

#### JMG/TH/JGG/ML

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#### CIGAR VENDORS IN THE MXE DISTRICT

ORDINANCE NO.	ORDINANCE NO.	
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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY **"SUPPLEMENTARY AMENDING** ARTICLE IV, **REGULATIONS."** SECTION "REQUIRED 142-874. **ENCLOSURES," BY CLARIFYING STORE ENCLOSURES; AND** AMENDING SECTION 142-904," ADDITIONAL MIXED USE ENTERTAINMENT DISTRICT REGULATIONS," TO ALLOW THE SALE OF CIGARS AND CIGARETTES BY A VENDOR LICENSED ON THE PREMISES WITH TRANSACTIONS TO OCCUR ONLY WITHIN PRIVATE PROPERTY. PROVIDING FOR SEVERABILITY. CODIFICATION REPEALER. AND AN **EFFECTIVE DATE.** 

WHEREAS, uses located on a porch, terrace or patio of a building located in the MXE, Mixed Use Entertainment District are limited to table seating for eating and drinking establishments, which have their fixtures and cooking facilities located in the interior of the building, and the sale of flowers when conducted from a movable stand that is placed inside the building at the close of business; and

WHEREAS, the restrictions on uses on a porch, terrace or patio of a building in the MXE, Mixed Use Entertainment District, prevent cigar vendors from offering their merchandise for sale; and

WHEREAS, cigar vendors have been observed offering their merchandise for sale on the City's public right-of-way, which may prevent the free flow of pedestrian traffic; and

**WHEREAS**, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**Section 1**. That Section 142-874, "Required enclosures," is hereby amended as follows:

(a) Store enclosures. In all use districts designated in these land development regulations, the sale, or exposure for sale or rent, of any personal property, including merchandise, groceries or perishable foods, such as vegetables and fruits, is prohibited, unless such sale, or exposure for sale, is made from a substantially enclosed, permanent building or structure; provided, however, that nothing herein contained shall be deemed applicable to roof-top areas not visible from the right-of-way; filling stations, automobile service stations or repair shops; uses having revocable permits or beach concessions operated or granted by the city, newsracks or newspaper stands, or displays at sidewalk cafes as permitted in subsection 82-384(ff), wherever such uses are otherwise permissible.

<u>Section 2.</u> That Section 142-904 "Additional Mixed Use Entertainment District Regulations," is hereby amended as follows:

- (a) General provisions. Accessory uses shall comply with the following mandatory criteria in addition to the regulations contained in sections 142-901 and 142-902:
  - 1) All structures shall conform to the South Florida Building Code, the city property maintenance standards and the fire prevention and safety code.
  - The existing building and the proposed improvements shall be built in a manner that is substantially consistent with the design recommendations in neighborhood plans for the area if one exists, and the Secretary of the Interior Standards for Rehabilitation and Guidelines for Historic Structures, U.S. Department of the Interior (revised 1983), as may be amended from time to time.
  - The minimum and average floor area requirements for the units as set forth in article II, division 13 of this chapter shall be met.
  - 4) If the building or plans do not indicate compliance with subsections (a)(1), (a)(2) and (a)(3) of this section, then accessory uses are not permitted.
- (b) Permitted accessory uses. The following are permitted accessory uses in the mixed use entertainment district.
  - 1) Permitted accessory uses in hotels.
    - a. Those accessory uses that are customarily associated with the operation of a hotel as determined by the planning and

- zoning director. The amount of retail space shall not exceed 75 square feet per hotel unit.
- b. Hotels may have offices not associated with the operation of a hotel. The floor space associated with offices shall not exceed 35 square feet per hotel unit; medical or dental related offices are prohibited.
- c. Restaurants, outdoor cafes, sidewalk cafes.
- d. Solarium, sauna, exercise studio, health club or massage service which are located in either the subterranean, ground, mezzanine or roof levels only and are operated by an individual licensed by the state or other appropriate agencies.
- e. Antiques, bookstore, art/craft galleries, artist studios.
- f. Sale of alcoholic beverages as per article V, division 4 of this chapter.
- Uses located on the porch, terrace or patio of a building are g. limited to table seating for eating and drinking establishments, which have their fixtures and cooking facilities located in the interior of the building, and the sale of flowers when conducted from a movable stand that is placed inside the building at the close of business, and the sale of cigars and cigarettes by a vendor licensed on the premises, provided that such sale or transaction shall only occur on private property and not on the City's right of way. Goods and merchandise transported from one location to another shall be covered and obscured from view, and the person so transporting shall not use flashing lights, signs, markings, or other devices to call attention to themselves or the goods and merchandise, and shall not otherwise violate the provisions of Sec. 74-1 of this Code.

#### Section 3. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

#### Section 4. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

#### Section 5. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

### Section 6. Effective Date.

This Ordinance shall take effect t	en days following ador	otion.
PASSED and ADOPTED this	day of	, 2006.
ATTEST:		MAYOR
CITY CLERK		
First Reading: Second Reading:		APPROVED AS TO FORM AND LANGUAGE  & FOR EXECUTION  Language
Verified by:	City	Attorney 91106 Date

<u>Underscore</u> denotes new language <del>Strikethrough</del> denotes deleted language

Planning Director

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## MIAMIBEACH

#### CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, September 6, 2006, to consider the following:

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration" Amending Article 3, Entitled "Agencies, Boards, And Committees" Amending Division 25, Entitled "Transportation And Parking Committee" Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition Of The Committee To Delete The MembershipsRepresentation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations.

Inquiries may be directed to the Parking Department at (305) 673-7275.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East OfThe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Procurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Part Of the County Employers. The Procure T On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

Inquiries may be directed to the Procurement Division at (305) 673-7490.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904,"Additional Mixed Use Entertainment District Regulations," To Allow The Sale of Cigare And Cigarettes By A Vendor Licensed On The Premises With Transactions To Court City Within Prints Property. Occur Only Within Private Property

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site,"Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

S:US p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Elevida 33139. This meeting may be continued and under such circumstances. City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

> Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305)673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). Ad #386

#### **Condensed Title:**

An ordinance of the City Commission amending the City Code to clarify that floor area may be distributed on Block 1 through covenants in lieu of unity of title.

#### **Key Intended Outcome Supported:**

Increase satisfaction with development and growth management across the City.

#### Issue:

Should the City Code be amended to allow the requested changes to the Block 1 Concept Plan?

#### Item Summary/Recommendation:

On July 28, 2004, the City of Miami Beach entered into a settlement agreement with various entities known collectively as the "Portofino Entities" and certain successors in interest that are part of the Related Group of Florida. As part of this settlement the City Commission adopted Resolution No. 2004-25651 which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1. This concept plan was formulated after an exhaustive public process which involved not only the Commission but the City's Planning Board, the Design Review Board and the participation of neighborhood representatives which became known as the Collaborative Process.

TRG-Block One, Ltd., one of the entities as successor in interest to the original settlement, is requesting modifications to the Concept Plan.

At the April 11, 2006, the City Commission discussed the request from TRG-Block 1, Ltd., regarding the previously approved Concept Plan. The request is summarized as follows:

- Modify the Concept Plan for the area known as Block 1;
- Initiate the necessary amendments to the City Code to effectuate the Modified Concept Plan;
- Release of subsurface easement rights to the alley located in Block 1 for the purpose of creating certain underground improvements.

This ordinance amendment is necessary in order to effect the proposed changes in the Modified Concept Plan to allow the transfer of FAR within Block 1; however, the item should be continued until such time as the Settlement Agreement and the Revised Concept Plan are ready for Commission review.

#### **Advisory Board Recommendation:**

At its June 27, 2006 meeting, the Planning Board recommended approval by a vote of 4-0 (3 members absent).

#### Financial Information:

Source of	Aı	mount	Account	Approved
Funds:	1			
	2			
	3			
	4			
OBPI	Total			

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney or Gary M. Held, City Attorney's office

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		1/1/2

1:\AGENDA\2006\sep0606\Regular\Comm Summ Block 1 090606.



AGENDA ITEM RSF DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

Second Reading

SUBJECT: Block 1 - Distribution of Floor Area

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING SECTION 114-1, "DEFINITIONS," CLARIFYING THE MEANING OF "SITE;" AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," CLARIFYING THAT FLOOR AREA MAY BE DISTRIBUTED ON BLOCK 1 THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY,

**CODIFICATION AND AN EFFECTIVE DATE.** 

#### RECOMMENDATION

Open and continue this item.

#### **BACKGROUND**

On July 28, 2004, the City of Miami Beach entered into a settlement agreement with various entities known collectively as the "Portofino Entities" and certain successors in interest that are part of the Related Group of Florida. As part of this settlement the City Commission adopted Resolution No. 2004-25651, which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1. This parcel is bounded by 1<sup>st</sup> Street on the North, Ocean Drive on the East, Collins Avenue on the West and South Pointe Drive (Biscayne Street) on the South.

This concept plan was formulated after an exhaustive public process that involved not only the Commission, but the City's Planning Board, the Design Review Board and the participation of neighborhood representatives, which became known as the Collaborative Process. Block 1 in particular had been the subject of many discussions relative to the height, massing and location of uses. Indeed, the City Commission, on July 7, 2004, referred back to the Collaborative Process for further discussion the massing on Block 1 as well as the activation of the ground floor uses. At a July 12, 2004 meeting, neighborhood representatives participating in the Collaborative Process, provided comments that resulted in changes to the concept plan.

The Concept Plan as adopted provides for the height limit to not exceed 40 ft. fronting the street (actual concept plan reflects approximately a 30 ft. height fronting the street) and stepping up to 75 ft. for that portion of the structure that provides a 20 ft. setback, above the 40 ft. height, from the property line.

The Plan also reflects the block developed as three parcels:

The South parcel, which includes the vacated portion of the alley, has retail/commercial uses fronting South Pointe Drive. Residential uses front Ocean Drive and Collins Avenue cladding a three story parking structure with one parking level below grade. An "L" shaped tower rises above the parking and pool deck area up to the maximum height of 75 feet.

The Northeast parcel reflects residential uses and a lobby on the ground floor fronting Ocean Drive, a parking structure along the alley and a slender, six story tower rising up to the height limit of 75 feet.

The Northwest parcel consists of a modest two and one half story residential building over a one story parking area.

#### **ANALYSIS**

TRG-Block One, Ltd., one of the entities as successor in interest to the original settlement, is requesting modifications to the Concept Plan as follows:

South Parcel – Residential uses are removed from the ground floor of Collins Avenue with the exception of a recessed lobby entrance. The shape of the tower is changed into a "quarter circular" form. The parking structure is reduced by one floor, including one level below grade. A subterranean service tunnel below the alley connects the parking area to the Northeast parcel. Additionally, a pedestrian connector at the second floor over the Taverna Opa property connects this parcel to the Northeast parcel.

Northeast Parcel – The gross floor area is increased by approximately 13,000 square feet. This floor area is a transfer of the development rights of the Northwest parcel. The resulting FAR for this parcel increases from 2.0 to 2.75. The parking structure is expanded by adding a full subterranean level, connected to the South parcel as described above, and expanded across the alley to connect with a subterranean parking area below the Northwest parcel. The residential tower is increased in width to accommodate the expanded floor area.

Northwest Parcel – The developable floor area of 13,000 square feet (lot area=6,500  $\times$  2.0 FAR) is transferred to the Northeast parcel. A subterranean parking level is added and connects below the alley to the Northeast Parcel. At grade, the lot is developed as a green space / private park, with the necessary ventilation equipment for the garage below.

On April 4, 2006, the Design Review Board approved a condo-hotel project that comprises the majority of the lots in Block 1, bounded by Ocean Drive, 1<sup>st</sup> Street, Collins Avenue, and South Pointe Drive. The subject approval includes a subterranean parking garage, which will connect the parcels together below the shared alleyway, as well as an open park on the single lot located at the northwest corner of the block.

An elevated bridge, connecting the two structures on the east side of the site, is proposed to span the site currently occupied by Taverna Opa Restaurant at 40 Ocean Drive. In light of the fact that an owners affidavit for the Taverna Opa property was not included in the application, the DRB continued this portion of the project to the May 2, 2006 meeting, in the event such connector bridge could not be approved by Planning Department staff. Prior to such meeting, however, the owners affidavit was provided to staff, and that portion of the project pertaining to the connector bridge was removed from the May 2, 2006 DRB agenda and approved by staff.

On April 11, 2006, the City Commission discussed the request from TRG-Block 1, Ltd., regarding the previously approved Concept Plan. The request is summarized as follows:

- Modify the Concept Plan for the area known as Block 1, which is bounded by 1<sup>st</sup>
   Street on the north, Ocean Drive on the east, Collins Avenue on the west and South
   Pointe Drive (Biscayne Street) on the south;
- Initiate the necessary amendments to the City Code to effectuate the Modified Concept Plan;
- Release of subsurface easement rights to the alley located in the north half of Block
   1 for the purpose of creating certain underground improvements.

The proposed modification of the Concept Plan involves a transfer of development rights (TDR). It should be noted that there is a transfer of development rights provision in the City Code, which identifies specific transfer district and specific receiving district but never within the same district. With regard to a TDR, as part of the Portofino/Related settlement agreement, the City allowed a covenant in lieu of unity of title on Block 51 for the developer to share FAR from the south half of the block to the north half of the block, as well as an ordinance amendment dealing with Blocks 51 and 52 which allowed this. The same type of amendment is being proposed to add Block 1 to the category.

After a long discussion regarding this matter the City Commission approved the plans for the south building on Block 1, and the vacation of the subsurface rights relative to the easement, subject to confirmation from Public Works that the area is not needed to run sewer utility lines. (Public Works has provided this confirmation.) The Commission deferred the approval of the amendment allowing the transferring of the development rights at that time to allow for the Collaborative Process and the Planning Board to discuss this matter.

A meeting of the Collaborative Process was held on May 18, 2006 at 5:00 p.m. The following were some of the comments and concerns expressed by those present:

- The fencing of the private open space may not be a good idea; however the Design Review Board requested that it be fenced in and locked at night as a safety and security measure for the neighbors to the south at 61 Collins Avenue.
- Developer has no preconceived ideas about the open space and will acquiesce to City's needs.
- There was a concern expressed about the increase of traffic on Ocean Drive. The
  developer and architect mentioned that the entrances to the underground parking lot
  are currently proposed on Collins Avenue and 1<sup>st</sup> Street. Most likely Ocean Drive will
  not be impacted by any increase in traffic.
- No concerns about the transfer of development rights; however most of the people present at the meeting agree and support the transfer of FAR. One person strongly objected because of the precedent it may establish.
- Park maintenance and security must be ensured in legal documents.

At the May 23, 2006 Planning Board meeting, this item was presented for discussion purposes and comments from the Board.

Comments on concept plan:

- The required setback between new building and Taverna Opa should be respected and if there is some unused floor area, [its omission] would create a greater public benefit.
- The new Concept Plan does not seem to be contextual to the urban fabric of the area; however there was not consensus on the part of the Board for this comment.
- There should be a greater public benefit negotiated with the developer other than the
  open space being proposed. At a minimum some financial mechanism in perpetuity,
  such as a trust should be created independent of the developer, but funded by the
  developer, to ensure that this open space is adequately maintained and operated in
  a manner that enhances the public good.

#### PLANNING BOARD ACTION

By a vote of 4-0 (3 members absent), the Planning Board recommended to the City Commission that the Ordinance be adopted, subject to the concerns requested above about the setback with the Taverna Opa building, the greater public benefit being negotiated, and the financial mechanism in perpetuity to ensure the maintenance and operation of the open space.

#### **FISCAL IMPACT**

This ordinance is not projected to have any fiscal impact to the City.

#### CONCLUSION

The City Commission should open and continue this item. It is to be considered with the amendment to the settlement agreement and the amendment to the concept plan, which are also being opened and continued to allow further discussion of what public benefit is provided arising from the approval of the transfer of development rights.

JMG/TH/JG/G/GMH

T:\AGENDA\2006\sep0606\Regular\Block 1 ordinance commission memo - 90606 rev.doc

<b>ORDINANCE</b>	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE MIAMI BEACH, BY AMENDING **SECTION OF** "DEFINITIONS," **CLARIFYING** THE **MEANING OF** "SITE;" **CHAPTER** 142. "ZONING **DISTRICTS AMENDING** AND **REGULATIONS," ARTICLE** II, "DISTRICT **REGULATIONS,"** "PS DISTRICT," DIVISION **PERFORMANCE** STANDARD 18, CLARIFYING THAT FLOOR AREA MAY BE DISTRIBUTED ON **BLOCK 1 THROUGH COVENANTS IN LIEU OF UNITY OF TITLE;** PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach entered into a Settlement Agreement on July 28, 2004 with various entities known as the "Portofino Properties" and certain successors in interest that are part of the Related Group of Florida; and

WHEREAS, the City Commission adopted Resolution No. 2004-25651 which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1; and

WHEREAS, the Concept Plan was formulated after an exhaustive public process which included citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the City staff, the Planning Board, and the Design Review Board, all of whom have recommended approval thereof; and

WHEREAS, the Concept Plan for the Block 1 Properties as that term is used in the settlement agreement and/or related documents, has been modified and the "Modified Concept Plan" has been reviewed by the City staff, the Planning Board, the Design Review Board, and citizens, all of whom have recommended approval thereof; and

WHEREAS, the Modified Concept Plan has been approved by the City Commission through the adoption of Resolution No. \_\_\_\_\_\_, passed and adopted on the \_\_\_\_ day of \_\_\_\_, 2006; and

WHEREAS, the developments on the Block 1 Properties contemplated by the Settlement Agreement and Concept Plan require certain changes to the City's Land Development Regulations; and

WHEREAS, this Ordinance is being adopted to allow implementation of that Modified Concept Plan through the adoption of certain changes to the Land Development Regulations to permit the development contemplated in such Modified Plan to proceed; and

WHEREAS, this amendment to the Land Development Regulations was not required by the Settlement Agreement but was independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, the Property in Block 1 affected by this amendment is described in section 142-698(4) as follows: "The "Block 1 Properties" shall mean Lots 1-3, 5-13 (and alley adjacent thereto), 17, Block 1, Ocean Beach Florida, PB2, Pg38, Public Records of Miami-Dade County."

# NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1.** Section 114-1, "Definitions," is hereby amended as follows:

The following words, terms and phrases when used in this subpart B, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Site means a parcel of land considered as a unit, capable of being occupied by a use permitted in this subpart, possessing a continuous or unbroken boundary not divided by a public street, <u>alley</u>, right-of-way, private street, or waterway. Except for properties which are involved in the transfer of development rights where the site is that property within a project that has been approved under chapter 118, article V.

**SECTION 2.** Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", Division 18, "PS Performance Standard District", Section 142-698, of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-698. Commercial performance standard area requirements.

(d) Notwithstanding the above floor area ratio limits, 75 spaces of required parking located on Block 51 for the Retail Parcel pursuant to a covenant under section 130-36, shall not be counted as permitted floor area. Further, the floor area on the Block 51 Properties and the Block 51 Swap Property may be distributed among such properties by covenant in lieu of unity of title; and the floor area on the Block 1 Properties may be distributed among such properties within the block by covenant in lieu of unity of title.

**SECTION 3. REPEALER**. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4. SEVERABILITY**. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5. CODIFICATION**. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

#### SECTION 6. EFFECTIVE DATE.

	, 2006.	day of	PASSED and ADOPTED this _
	•	•	
MAYOR			
		•	ATTEST:
		· · .	CITY CLERK
OVED AS TO	APPRO		
LANGUAGE EXECUTION			
Date	City Attorney	·	
	- 1- <b>33</b>		First Reading: Second Reading:
		ICP	Verified by:  Jorge G. Gomez, A  Planning Director

T:\AGENDA\2006\jul1206\Regular\Proposed Block 1 Ordinance.rev GH 070606.DOC

### MIAMIBEACH

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Inquiries may be directed to the Parking Department at (305) 673-7275.

10:20 a.m.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled "Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East OfThe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

inquiries may be directed to the Public Works Department at (305) 673-7080.

10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Procurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

Inquiries may be directed to the Procurement Division at (305) 673-7490.

10:40 a.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of Appropriateness.

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An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations,"Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904,"Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property.

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Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

5:05 p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105. Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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#### **Condensed Title:**

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending the Land Development Regulations of the Code in order to address lot coverage, structure size, building height, setback requirements and review procedures for new single-family residential construction.

**Key Intended Outcome Supported:** 

Satisfaction with Neighborhood Character. To encourage and promote new single-family construction that is compatible with the established and prevailing character of the City's existing single-family neighborhoods.

#### Issue:

Should the Mayor and City Commission amend the regulations dealing with the scale and size of new single family structures and discuss the potential to recapture any diminished development rights through a review by a panel of architects? Furthermore, should such panel be exempt from the current code of ethics limitations?

Item Summary/Recommendation:

In response to an ongoing discussion, first initiated by the Planning Board, regarding the often dramatic impact recent construction projects continue to have on the existing character of the City's single-family residential neighborhoods, Planning Department staff has researched and prepared amendments to the City's single-family land development regulations.

The Administration recommends that the Commission adopt the ordinance as amended at the July 12, 2006 City Commission meeting.

**Advisory Board Recommendation:** 

The Planning Board favorably recommended the proposed amendments to the City Commission at public hearings held on March 28, 2006, and April 19, 2006.

The Land Use and Development Committee favorably recommended the item to proceed to a first reading by the City Commission at their June 6, 2006, meeting.

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
OBPI	Total			

#### Financial Impact Summary:

The proposed amendments create a new single-family review process that will require additional Planning Department services.

City Clerk's Office Legislative Tracking:

Jorge G. Gomez/Mercy Lamazares

#### Sign-Offs:

Department Director	Assistant City Manager	City Manager
Jan Jonn		1
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AGENDA ITEM R5G-DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

Second Reading Public Hearing

SUBJECT: AMENDMENTS TO THE SINGLE - FAMILY LAND DEVELOPMENT

**REGULATIONS** 

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH. FLORIDA. AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 142. "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1. RS-2. RS-3. RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING LOT COVERAGE, STRUCTURE SIZE, BUILDING HEIGHT AND SETBACK REQUIREMENTS FOR NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION INCLUSIVE OF THE CREATION OF A NEW SINGLE-FAMILY RESIDENTIAL REVIEW PANEL; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

#### ADMINISTRATION RECOMMENDATION

The City Administration recommends adoption of the ordinance.

#### BACKGROUND

In response to an ongoing discussion, first initiated at their May 24, 2004, meeting regarding the often dramatic impact recent construction projects continue to have on the existing character of the City's single-family residential neighborhoods, the Planning Board directed planning staff to research and prepare amendments to the City's single-family land development regulations in order to address the following points:

- Incentives relative to lot coverage for one story and two story homes. 1.
- 2. Create a "sliding scale" relative to lot coverage for the various lot sizes.
- 3. Incorporate provisions relative to interior courtyards; better defining their applicability to lot coverage based on location, design and massing implications.
- Refine lot coverage exclusions. 4.
- Provide incentives which promote garages as ancillary rather than focal to a structure. 5.
- 6. Study the creation of design guidelines for single-family residences whereby the bulk and massing of structures is further articulated to relate to adjacent structures.

The Planning Board reviewed the ordinance amendments at regularly scheduled meetings and workshops held on the following dates:

Discussions March 29, 2005 May 24, 2005 Public Workshops August 23, 2005 January 24, 2006 Public Hearings
December 20, 2005
March 28, 2006

Palm Hibiscus Star Island Association March 7, 2006, 7:00pm

Miami Chapter of the American Institute of Architects March 13, 2006, 6:00pm

North Beach Community and Homeowner's Associations March 16, 2006, 5:30pm

#### SUMMARY AND ANALYSIS

The above listed public meetings, workshops, discussions and hearings are testament to the continued community interest that has guided this latest effort to refine the City's single-family land development regulations. In this regard, the process has been a collaborative one whereby the Planning Board and planning staff have actively engaged the public through significant graphical research and analysis toward reaching consensus on the refinement of several key issues affecting the character and *quality of life* of the City's single-family neighborhoods. A brief summary and analysis of the amendments follows:

#### Ordinance Section 1. "Purpose"

Code section 142-101, includes amended language further clarifying the intent of the single-family land development regulations as a mechanism to promote compatible new construction and address the often inharmonious relationship that occurs between recent new construction and existing neighborhood character.

### Ordinance Section 2. "Development Regulations and Area Requirements"

This portion of the ordinance addresses the procedural review and development regulations within the RS-1, RS-2, RS-3, and RS-4 single-family zoning districts and includes refinements to the following sections:

#### Code section 142-105(a), "RS-1, RS-2, RS-3, RS-4 districts"

Has been amended to enhance the existing review criteria and further clarify the parameters of the existing administrative staff level review as well as identify new procedures whereby certain parameters may be exceeded through approval by a new Single-Family Residential Review Panel (SFRRP).

Great effort has been taken to develop these two expedited methods of approval so that an applicant may move quickly through the process depending on the level of impact the project involves. In this regard, an applicant may choose either to comply with the refined standards regarding lot coverage, building height and building massing through staff level review or request approval to the maximums currently allowed by Code through panel level review by the SFRRP. The creation of this new three member panel is based on City of Coral Gables model of the "Board of Architects", and is to be composed primarily of registered architects and other highly credentialed design professionals. The success of this new peer review process will be dependent on the ability of the City to attract a list of qualified local architects to serve on a

rotating basis without violating the intent of the current City Code section pertaining to the limitation on appearances before City Boards (Section 2-459). Although the Planning Board recommended that the Commission amend the current provision to exempt the panel of architects from this provision as is the case with the similar section of the County Code regarding exemption of certain members of county boards from the Miami-Dade County Code of Ethics Ordinance, the City Commission ultimately decided that the Ethics Ordinance should not be waived.

### Code Section 142-105(a)(1), "Compliance with Regulations and Review Criteria."

Two sections have been added between first and second reading, d. and e., to clarify which review board has jurisdiction; i.e., structures that are individually designated historic or located within a designated historic site only have to be reviewed and approved by the Historic Preservation Board; and those homes constructed prior to 1942 and determined architecturally significant and have been demolished, the subsequent construction requires the review and approval of the Design Review Board.

#### Code Section 142-105(b), "Lot width, unit size and building requirements"

The table inset associated with this section has been amended to refine building height and proportion relative to lot width and reduce the maximum number of stories from 3 to 2. The table further identifies a new category regarding maximum unit size in order to encourage more responsive volumetric massing of two story structures within the context of the City's established single-family neighborhoods.

#### Code Section 142-105(d) (1), "Lot Coverage (building footprint)"

Through several iterations, this section has been amended to further refine the current lot coverage maximum in order to promote new construction that relates better to the scale of the existing structures within the City's established single-family neighborhoods. Specifically, this section lowers the current allowable 35 percent lot coverage maximum to a 30% maximum and creates the ability to recapture lot coverage back to the 35 percent maximum through SFRRP approval.

#### Code Section 142-105(d) (2), "One Story Structures"

Currently limited to lots 10,000 square feet or less, this section has been amended to allow all one-story structures to exceed the 35 percent lot coverage to a maximum of 50 percent, regardless of lot size.

#### Code Section 142-105(d) (4), "Garages"

This section increases the maximum square footage of garage space exempt from the lot coverage calculation from 400 to 500 square feet with further clarification of the specific criteria relative to its location, massing and configuration. Most notable with this proposed amendment is the allowance of the garage to be an air-conditioned space, as currently not permitted, provided its use as non-habitable space is recorded through restrictive covenant

#### Code Section 142-105(d) (5), "Non-conforming structures"

This section has been relocated to a more logical place. A modification that clarifies that if the home was completely destroyed due to fire or other catastrophic event, was requested by the City Attorney at the July 12, 2006. This modification includes a clause that the loss is not caused by the fault of the owner.

Code Section 142-105(d) (6), "Demolition of Architecturally significant single-family homes"
This amendment is proposed as a cross-reference to section 142-108 which further clarifies the lot coverage parameters for the demolition of architecturally significant single-family homes.

#### Code Section 142-105(e), "Height restriction"

This section has been amended to include additional language relative to the treatment and location of certain rooftop projections. In particular, the section calls for height regulation exceptions such as stairwell and elevator bulkheads to be located inward from setback lines.

Ordinance Section 3. "Setback requirements for a single-family detached dwelling" Code section 142-106 has been amended to incorporate additional provisions relative to front and side yard setbacks. In particular, this section requires that two story structures or the second floor be setback an additional 10 feet from the minimum required 20 foot front yard setback line when reviewed at staff level. The provision further states a portion of the second floor may encroach forward of this additional setback, but will trigger SFRRP approval if the amount exceeds 50 percent of the second floor setback area.

With regard to side yards, language has been developed to ensure that two story side elevations located along or near the required side yard setback line do not extend for great lengths without providing some open space relief in terms of a break or interruption in the design of the elevation.

<u>Ordinance Section 4.</u> "Development regulations for the Altos Del Mar Historic District" Modifies Code section 142-107 to clarify the maximum amount of garage space not counted into the square footage calculation of the main structure.

# Ordinance Section 5. "Provisions for the Demolition of single-family homes located outside of historic districts"

Modifies Code section 142-108 to clarify the application process and further define the parameters for lot coverage of new construction that exceeds the original building footprint of an architecturally significant single-family home on site.

## Ordinance Section 6. "Provisions for the demolition of single-family homes located outside of historic districts"

Modifies Section 142-108 to clarify that when a single-family home that was constructed before 1942 was demolished without prior approval of either the planning department, the Design Review Board or and the single-family residential review board panel, and without the required permits from the building official, additional procedures and regulations must be followed.

#### LAND USE AND DEVLOPMENT COMMITTEE ACTION

The City Commission referred this item to the Land Use and Development Committee (LUDC) at their May 10, 2006 meeting. LUDC Commissioners M. Bower and J. Libbin reviewed the item at their June 6<sup>th</sup>, 2006, meeting and recommended that the item continue to the full Commission for first reading.

#### PLANNING BOARD ACTION

The Planning Board favorably recommended the ordinance amendments to the City Commission at public hearings held April 19<sup>th</sup>, 2006 and May 28<sup>th</sup>, 2006.

#### CITY COMMISSION ACTION

At the July 12, 2006 meeting, the City Commission approved the proposed ordinance on first reading with the following amendments:

- 1. Create a separate single-family review panel to be comprised of three individuals, two of which are architects from a pre-approved list, and one resident, also from a pre-approved list, on a rotating basis.
- 2. Modify by adding a clarifying clause to Section 142-105(d)(5) "Non-Conforming Structures"... fire or other catastrophic event, through no fault of the owner, such structure may..."

These modifications have been included in the proposed ordinance.

#### FISCAL IMPACT

The proposed ordinance does contemplate the creation of a new single-family residential review panel process and will require the planning department and the legal department to perform additional administrative duties. To this end, the proposed ordinance will have a fiscal impact on the City because it may require additional planning staff to perform the resulting administrative duties. It should also be noted that the ordinance contemplates a reduction on the overall square footage of a single family home. To the extent that a property's value is partially determined by the overall size of the structure there may be some reduction in the taxes collected. However, as a mater of practical experience, very few homes attain the maximum size allowed under the current regulations and the proposed ordinance provides for a mechanism to recapture the existing maximum size.

#### CONCLUSION

In view of the comprehensive public meeting process and significant research and analysis that has been undertaken in order to achieve the following amendments to the City's single-family land development regulations, the City Administration recommends that the City Commission approve the item on second reading, public hearing on September 6, 2006.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least two separate days and at least ten days prior to adoption, shall be noticed once in a newspaper of general circulation in the city. Immediately following the public hearing at the second reading, the city commission may adopt the ordinance. An affirmative vote of five-sevenths of all members of the city commission shall be necessary in order to enact the ordinance.

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING LOT COVERAGE, SIZE. BUILDING **HEIGHT** AND SETBACK STRUCTURE NEW SINGLE-FAMILY RESIDENTIAL REQUIREMENTS FOR CONSTRUCTION AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION INCLUSIVE OF THE CREATION OF A NEW SINGLE-FAMILY RESIDENTIAL REPEALER: REVIEW **PROVIDING CODIFICATION**; PANEL: SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, recent new construction continues to result in out-of-scale development in comparison to the built character of the single-family neighborhoods in the City; and

**WHEREAS**, new homes that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; and

WHEREAS, the identity, image and environmental quality of the City should be preserved and protected; and

**WHEREAS,** the privacy, attractive pedestrian streetscapes and human scale and character of the City's single-family neighborhoods, are important qualities to protect; and

**WHEREAS**, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved in the City's single-family districts.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1.** That Section 142-101, "Purpose" is hereby amended as follows:

The RS-1, RS-2, RS-3, RS-4 single-family residential districts are designed to protect, <u>and preserve the identity, image, environmental quality, privacy, attractive pedestrian streetscapes, and human scale and the character of the single-family neighborhoods <u>and to encourage and promote new construction that is compatible with the established neighborhood context. In order to safeguard the purpose and goals of the single-family districts mandatory review criteria are hereby created to carry out the provisions of these land development regulations.</u></u>

**SECTION 2.** That Section 142-105, "Development regulations and area requirements", is hereby amended as follows:

- (a) **RS-1, RS-2, RS-3, RS-4 districts.** The development regulations for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:
  - (1) Compliance with Regulations and Review Criteria
    - <u>a.</u> Permits for new construction, alterations or additions to existing structures shall be subject to <u>administrative (staff level)</u> review by the planning <del>and zoning</del> director <u>or designee or in certain instances subject to a public hearing by the single-family residential review panel (SFRRP) for in order to determine consistency with the <u>review</u> criteria listed in this section.</u>
    - b. In complying with the review criteria located in this section, the applicant may choose either to adhere to the development regulations identified in sections 142-105 and 142-106 administratively through staff level review or seek enhancements of the applicable development regulations as specified therein through approval from the SFRRP, Historic Preservation Board or Design Review Board, as applicable.
    - c. SFRRP approval shall be in accordance with the procedures contained in sections 142-105 and 142-106. Further clarification of the limits of the approval powers of the panel relative to single-family structures may be found within the subsections.
    - d. Notwithstanding the foregoing, for those structures located within a designated historic site, or individually designated as an historic structure or site, only the review and approval of the Historic Preservation Board shall be required.
    - e. Notwithstanding the foregoing, for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with subsection 142-108 herein, only the review and approval of the Design Review Board shall be required.
  - (2) Review Criteria

Staff level or SFRRP review shall encompass the examination of architectural drawings for consistency with the review criteria and information requests listed below.

- a. The existing conditions of the lot, including but not limited to topography, vegetation, trees, drainage, and waterways shall be considered in evaluating the proposed site improvements.
- <u>b.</u> The design and layout of the proposed site plan inclusive of the location of all existing and proposed buildings shall be reviewed with particular

attention to the relationship to the surrounding neighborhood, impact on contiguous and adjacent buildings and lands, and view corridors. In this regard, additional photographic, and contextual studies that delineate the location of adjacent buildings and structures may be required in evaluating compliance with this criterion.

- c. The selection of landscape materials, landscaping structures and paving materials shall be reviewed to ensure a compatible relationship with and enhancement of the overall site plan design and the surrounding neighborhood.
- d. The dimensions of all buildings, structures, setbacks, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district.
- e. The design and construction of the proposed structure, and/or additions or modifications to an existing structure, indicates sensitivity to and compatibility with the environment and adjacent structures and enhances the appearance of the surrounding neighborhood.
- <u>f.</u> The proposed structure is located in a manner that is responsive to adjacent structures and the established pattern of volumetric massing along the street with regard to siting, setbacks and the placement of the upper floor.
- a. g. The construction of an addition to an existing structure shall be architecturally appropriate to the original design and scale of the building; the structure may be architecturally redesigned, but in a manner which that is consistent in design and material throughout.
- b. <u>h.</u> Exterior bars on entryways, doors and windows shall be prohibited on front and side elevations which face a street or right-of-way.
- e. i. At least 30 35 percent of the required front yard area and 30 35 percent of the required side yard area facing a street shall be sodded or landscaped pervious open space. wWith the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.
- d. j. In no instance shall the elevation of any required yard be higher than one-half the difference between grade, as defined in section 114-1, and the minimum required flood elevation.
- e. <u>k.</u> The construction shall be in conformance with the requirements of article IV, division 7 of this chapter with respect to exterior facade paint and material colors.

#### (3) Application Requirements for Review

- <u>a.</u> <u>Applications shall be made to the planning department and shall include</u> the following:
  - 1. A completed application form.
  - 2. A notarized owner's affidavit.
  - 3. Color photographs of the site and adjacent properties.
  - 4. Conceptual design drawings to scale including but not limited to a site plan, building floor plan(s), elevations and landscape design, sufficient to evaluate the overall proposed project. Additionally, drawings shall be submitted in "pdf" format in order to allow posting to the City's Planning and Zoning webpage.
  - 5. Surveys dated within 6 months of the application that include site elevations.
  - 6. General zoning calculations and data sufficient to determine compliance with zoning criteria.
- <u>b.</u> <u>SFRRP applications shall require seven (7) copies of the required exhibits</u> while staff level review shall require three (3) copies.
- c. All applications for review by the SFRRP must be filed with the Planning Department no later than 21 calendar days before the meeting date.

### (4) <u>Single-Family Residential Review Panel</u>

a. Composition and term of panel members.

The panel shall be composed of three (3) members, two of whom shall be architects and/or other registered design professionals, and one shall be a resident of the City, each to serve for a term of one (1) year. Panel members shall not deliberate in more than four (4) meetings per calendar year unless required due to inability to satisfy the quorum requirement.

b. Membership and qualification.

Panel members shall be chosen by the City Manager or designee on a rotating basis or as available from a list of not more than 20 architects and/ or other registered design professionals, as well as a list of residents of the City. In developing the list of registered professionals, names may be submitted from the following associations:

- (1) American Institute of Architects, local chapter.
- (2) American Society of Landscape Architects, local chapter.
- (3) American Planning Association, local section.
- (4) The Miami Design Preservation League
- (5) Dade Heritage Trust.
- c. Majority to approve plans.

The quorum for the SFRRP shall be all three (3) members and a simple majority will be necessary to approve any application. The Planning

<u>Department shall provide staff support to the SFRRP and the City Attorney's</u> office shall provide legal counsel.

d. Meetings and Noticing Requirements.

The SFRRP shall have regularly scheduled meetings on a monthly basis, or as frequently as needed, as determined by the planning director. The hearing before the SFRRP shall be de novo, and the applicant shall have a pre-application conference with the planning director, or designee, prior to the submission of a request or an application to discuss any aspect of the process. Noticing of SFRRP meetings shall occur no less than fourteen (14) calendar days prior to the hearing date and shall be by mail notice and posting of the property that is the subject of the hearing. The preparation of the mail notice and mailing labels shall apply only to adjacent property owners of single-family zoned land no less than 100 feet to either side, rear and across a street or alley from the exterior property boundaries of the subject property. As an additional courtesy, project drawings shall be posted online at the City's Planning and Zoning webpage.

- e. Recommendations and Appeals.
  - In addition to approving or denying the application, the panel may recommend changes to the conceptual plans and specifications. The panel shall consider the recommendations of planning department staff and/ or the comments written or otherwise from any member of the public during its deliberation of the item. An appeal of any decision of the SFRRB shall be to a Special Master appointed by the City Commission, in accordance with the procedures set forth in section 118-537(b) of these Land Development Regulations. Thereafter review shall be by petition for writ of certiorari to the Circuit Court.
- <u>f.</u> <u>Fees for examination of plans and specifications.</u>
  The fee for applications to the SFRRP shall be \$150.
- (b) Lot width, unit size and building requirements. The lot area, lot width, unit size and building height requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

TABLE INSET:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)*	Minimum Unit Size (Square Feet)	Maximum Unit Size (% of Lot Area)	Maximum Building Height**	Maximum Number of Stories
RS-1 = 30, 000	RS-1=100			25 feet for lots 60 feet in width or less.	
RS-2 = 18, 000	RS-2=75	1,800	50% of lot area with the ability to increase to 70% through SFRRP, HPB or DRB approval, as applicable.	Lots greater than 60 feet in width: 30 feet for flat roof	
RS-3 = 10,000	Oceanfront RS-3 = 50			roof structures. minimum elevati	3 2, above minimum flood elevation determination
	All other RS-3 = 60			Height may also be or 50% of lot width, whichever- is greater-up to a maximum of 33 feet regardless of	
RS-4 = 6,000	RS-4 = 50			lot size or roof type through SFRRP, HPB or HPB approval, as applicable.	
	*Except those lots fronting on a cul de sac or circular street as defined in lot width.			** Height shall be measured from grade, as defined in section 114-1.	

<del>[e]</del> (d)

Lot coverage (building footprint).

#### (1) General

- <u>a.</u> Buildings or structures shall not may occupy more than <u>a maximum lot</u> coverage of 35 percent of the lot area upon which the building or structure is erected; through SFRRP approval, **Design Review Board or Historic** Preservation Board approval, as applicable.
- b. Otherwise, buildings or structures approved administratively through staff level review shall occupy no more than 30 percent of the lot area upon which the building or structure is erected.

(2) One Story Structures

that e One-story structures on lots that have an area of 10,000 square feet or less may exceed the maximum 35 percent lot coverage through staff level review and shall be subject to existing the setback regulations outlined in section 142-106, but in no instance shall the building footprint exceed 50 percent of the lot area. For purposes of this section, a one-story structure shall not exceed 18 feet in height as measured from grade.

(3) Calculating Lot Coverage

For purposes of calculating lot coverage, the footprint shall be calculated from the exterior face of exterior walls and the exterior face of exterior columns on the ground floor of all principal and accessory buildings, or portions thereof. However, outdoor covered areas, such as, but not limited to, loggias, covered patios, pergolas, etc., that are open on at least two sides, and not covered by an enclosed floor above, shall not be included in the lot coverage calculation.

(4) Garages

A maximum of 400 500 square feet of non-air conditioned garage space shall not be counted in lot coverage if the area is limited to garage, storage and other non-habitable uses as provided through restrictive covenant and the garage is set back an additional five feet from the main building line facing the right-of-way, or the garage is constructed with vehicular entrance(s) perpendicular or not visible from the right-of-way, or if the garage entrance is not part of the principal facade of the building. conforms to the following criteria:

- a. The garage is one story in height and not covered by any portion of enclosed floor area above. Enclosed floor area shall be as defined in section 114-1.
- b. The vehicular entrance(s) of the garage is not part of the principal façade of the main house.
- <u>c.</u> The garage is constructed with a vehicular entrance(s) perpendicular to and not visible from the right-of-way, or the entrance(s) is set back a minimum of five feet from the principal façade of the main house when facing a right-of-way.

(5) Non-conforming Structures

Existing single-family structures nonconforming with respect to sections 142-105 and 142-106, may be repaired, renovated rehabilitated regardless of the cost of such repair, renovation or rehabilitation, notwithstanding the provisions of Chapter 118, Article IX, "Nonconformance." Should such an existing structure constructed prior to October 1, 1971, be completely destroyed due to fire or other catastrophic event, **through no fault of the owner**, such structure may be replaced regardless of the above noted regulations existing at the time of destruction.

- (6) <u>Demolition of Architecturally Significant Single-Family Homes</u>

  Proposed new construction that exceeds the original building footprint of a demolished architecturally significant single-family home shall follow the provisions of Section 142-108.
- [f] (e) Height restriction. The height regulation exceptions contained in section 142-1161 shall not apply to the RS-1, 2, 3 and 4 zoning districts. The following exceptions shall apply, and unless otherwise specified in terms of height and location, shall not exceed ten feet above the roofline of the structure. In general, height exceptions that have not been developed integral to the design intent of a structure shall be located in a manner to have a minimal visual impact on predominant neighborhood view corridors as viewed from public rights-of-way and waterways.
  - (1) Chimneys and air vents, not to exceed five feet in height.
  - (2) Decks, not to exceed six inches above the main roofline and not exceeding a combined deck area of 50 percent of the enclosed floor area immediately one floor below.
  - (3) Decorative structures used only for ornamental or aesthetic purposes such as spires, domes, belfries, and covered structures, which are open on all sides, which and are not intended for habitation or to extend interior habitable space. Such structures shall not exceed a combined area of 20 percent of the enclosed floor area immediately one floor below.
  - (4) Radio and television antennas.
  - (5) Parapet walls, not to exceed three and one-half feet above the maximum permitted height.
  - (6) Stairwell and elevator bulkheads in general shall be located to be visually recessive such that they do not become vertical extensions of exterior building elevations located directly along required setback lines. SFRRP, Historic Preservation Board or Design Review Board, approval as applicable. shall be required when the bulkhead's proximity to a property line is closer than 125 percent of the depth of the nearest setback yard(s). Depth shall be measured perpendicular from the property line.
  - (7) Skylights, not to exceed five feet above the main roof line.
  - (8) Air conditioning and mechanical equipment not to exceed five feet above the main roof line and may be required to be screened in order to ensure minimal visual impact as identified in the general section description above.

[g] Non-conforming structures. Existing single family structures nonconforming with respect to lot coverage, may be repaired, renovated or rehabilitated regardless of the cost of such repair, renovation or rehabilitation, notwithstanding the provisions of Chapter 118, Article IX, "Nonconformances." Should such an existing structure constructed prior to October 1, 1971, be completely destroyed due to fire or other catastrophic event, such structure may be replaced regardless of the lot coverage regulations existing at the time of destruction. [relocated to section (4)]

**SECTION 3.** That Section 142-106, "Setback requirements for a single-family detached dwelling", is hereby amended as follows:

The setback requirements for a single-family detached dwelling in the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

### (1) Front yards:

- <u>a.</u> Front: The minimum front yard setback requirement for these districts shall be 20 feet.
  - 1. One story structures may be located at the minimum front yard setback line.
  - 2. Two story structures or the second floor shall be setback a minimum of ten (10) additional feet from the required front yard setback line.
  - <u>Up to 50 percent of the developable width of the second floor may encroach forward to the 20 foot setback line through staff level review.</u> Portions that encroach forward in excess of 50 percent shall require SFRRP, Historic Preservation Board, Design Review Board approval, as applicable.

#### (2) Side yards:

- a. The sum of the required side yards shall be at least 25 percent of the lot width, but not to exceed 50 feet.
- b. Interior sides. Any one interior side yard shall have a minimum of ten percent of the lot width or seven and one-half feet, whichever is greater. When an existing building single-family structure is being renovated less than 50 percent of the value determination, as prescribed by the building official pursuant to the standards set forth in the Florida Building Code, and has a non-conforming side yard setback of at least five feet, the setback of new construction in connection with the existing building may be allowed to follow the existing building lines. If the single-family structure is renovated in excess of 50 percent of the value determination, as determined by the building official pursuant to the standards set forth in the Florida Building Code, any new construction in connection with the renovation shall meet the setback regulations existing at the time.

- Two story side elevations located in proximity to a side property line shall not exceed 50 percent of the lot depth, or 80 feet, whichever is less, without incorporating additional open space directly adjacent to the required side yard. The threshold of the proximity shall be equal to or less than 150 percent of the width of the required side yard setback. The intent of this regulation shall be to break up long expanses of uninterrupted two story volume at or near the required side yard setback line and exception from this provision may be granted only through SFRRP, Historic Preservation Board, Design Review Board approval, as applicable. The additional open space shall be regular in shape and at least 8 feet in depth, measured perpendicular from the side setback line. The square footage of the additional open space shall not be less than 1 percent of the lot area.
- d. The maintenance of the non-conforming side yard setback shall apply to the linear extension of a single story building, as long as the addition does not exceed 18 feet in height as measured from grade. This shall also apply to the construction of a second floor addition to existing single-family buildings homes constructed as of <u>August 10, 2002</u> (the effective date of this ordinance). The construction of a ground floor addition of two stories or more than one story shall follow the required setbacks.
- e. e. Side, facing a street. Each required side yard facing a street shall be no less than ten percent of the lot width or 15 feet, whichever is greater.
- (3) Reserved.
- (4-3) Rear: The rear setback requirement shall be 15 percent of the lot depth, 20 feet minimum, 50 feet maximum.

**SECTION 4.** That Section 142-107, "Development regulations for the Altos Del Mar Historic District", is hereby amended as follows:

#### TABLE INSET:

(a) Minimum Lot Width	50 feet
(b) Maximum Lot Width (No variance from this provision shall be granted)	100 feet (2 adjoining lots)
(c ) Maximum Unit Size	

RS-3	4,700 square feet for Habitable Major Structures
	1,700 square feet for the Understructure and Non- habitable Major Structures. An additional 600 square feet shall be allowed for the garage.
RS-4	3,250 square feet. No variances shall be granted with regard to the maximum square footage of structures.  An additional 400 square feet shall be allowed for the garage.
(d) Maximum Unit Size for two adjoining 50 foot lots.	
	7,000 square feet for Habitable Major Structures
RS-3	3,400 square feet for the Understructure and Non- habitable Major Structures. An additional 600 square feet shall be allowed for the garage.
RS-4	3,750 square feet. An additional 400 square feet shall be allowed for the garage.

**SECTION 5.** That Section 142-108 "Provisions for the demolition of single family homes located outside of historic districts" is hereby amended as follows:

### (e) Partial demolition.

(1) A building permit for partial demolition to accommodate additions or modifications to the exterior of any architecturally significant single-family home constructed prior to 1942 shall be issued only upon the prior final approval by the planning director, or designee, after the expiration of time following any appeals or exhaustion of all applicable remedies. A property owner may decide to proceed directly to the DRB, pursuant to subsection 142-108(g), or agree to have the partial demolition reviewed and approved by staff, pursuant to subsection 142-108(e)(4); in either instance, a demolition permit shall not be issued until a full building permit for new construction has been issued.

- (g) New construction requirements for properties containing a single-family home constructed prior to 1942.
  - (1) In addition to the development regulations and area requirements of section 142-105, as well as section 118-252, of the land development regulations of the City Code, the following regulations shall apply in the event the owner proposes to fully or substantially demolish an architecturally significant single-family home constructed prior to 1942, inclusive of those portions of a structure fronting a street or waterway. In the event of a conflict between the provisions of section 142-105 and section 118-252, and the regulations below, the provisions herein shall control:
    - a. The design review board (DRB) shall review and approve all new construction on the subject site, in accordance with the applicable criteria and requirements of chapter 118, article VI, section 251(a)1-12 of the land development regulations of the City Code.
    - b. The DRB review of any new structure, in accordance with the requirements of chapter 118, article VI, shall include consideration of the scale, massing, building orientation and siting of the original structure on the subject site, as well as the established building context within the immediate area.
    - c.1. The overall lot coverage of proposed new buildings or structures shall not exceed the building footprint of the original structure on site, or shall be limited to the following, whichever is greater, based upon the overall size of the subject lot:
      - i. For lots less than 10,000 square feet or less, the lot coverage shall not exceed 30 percent;
      - ii. For lots greater than 10,000 square feet, but less than 25,000 square feet, the lot coverage shall not exceed 25 percent;
      - iii. For lots greater than 25,000 square feet or greater, the lot coverage shall not exceed 15 percent.
    - c.2. The DRB may waive forgo the above noted lot coverage restrictions if it concludes that the retention of the architecturally significant single-family home is not practical or feasible, in which case the DRB review of any request for demolition shall consider the criteria in subsection (a) herein, as well as the following criteria:
      - Whether good cause for the demolition of the structure has been shown.
      - ii. Whether pertinent economic and financial considerations that affect the ability of the owner to renovate, restore and add on to the structure.

- iii. Whether the structural condition of the single-family home or other factors affect the feasibility of renovating, repairing or restoring the structure.
- d. In the event a new home does not exceed one-story in height, the lot coverage shall not exceed 35 percent of the lot area; for purposes of this section, a one-story structure shall not exceed 12 feet in height as measured from minimum flood elevation.
- e. The above regulations shall also be a limitation on development in all lots within a single site that may be split into multiple lots or multiple lots that are aggregated into a single site, at a future date. When lots are aggregated, the greater of the footprint permitted by the lot coverage regulations, or the footprint of the larger home, shall apply.

**SECTION 6.** That Section 142-108, "Provisions for the demolition of single-family homes located outside of historic districts" is hereby amended as follows:

- (i) New construction procedures for single-family homes demolished without required approvals or permits. For those properties where a single-family home constructed before 1942 was demolished without prior approval of the planning department, the Design Review Board or and the Single-Family Residential Review board Panel, and without the required permits from the building official, in addition to any other applicable law in this Code or other codes, the following shall apply prior to the issuance of any building permit for any new construction on the subject site:
  - (7) In the event a single-family home constructed prior to 1942 is demolished without prior approval of the planning department, the Design Review Board or and the Single-Family Residential Review board Panel, and without the required permits from the building official, in addition to any other applicable law in this code or other codes, the city shall document such demolition, and the applicable requirements and procedures for any new construction delineated herein, for recording in the public records of Miami-Dade County, to give notice to subsequent purchasers of the property.

#### **SECTION 7. REPEALER.**

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

#### **SECTION 8. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

#### **SECTION 9. APPLICABILITY.**

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, applications for building permits for new construction or renovations of single-family homes that have received a process number from the City of Miami Beach Building Department by (the effective date of this ordinance), may obtain a full building permit based upon the plans originally submitted, as long as the plans are in substantial compliance with the originally submitted plans as modified through the effective date of the ordinance.

#### **SECTION 10. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

#### **SECTION 11. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this	day of	2006.
		MAYOR
ATTEST:CITY CLERK		-
		Approved As To Form And Language & For Execution
First Reading:		City Attorney J. / Date

Verified by:

Jorge G. Gomez, AICP Planning Director

<u>Underscore</u> denotes new language <del>Strikethrough</del> denotes deleted language **Bold** denotes new language added between first and second reading

JGG/ML/ RNC

Second Reading:

T:\AGENDA\2006\sep0606\Regular\1715 - SF Dev Regs CC 2nd 09-06-06(rev 083106-2) (2).doc

## MIAMIBEACH

### CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, September 6, 2006, to consider the following:

10:15 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code Entitled "Administration" Amending Article 3, Entitled "Agencies, Boards, And Committees" Amending Division 25, Entitled "Transportation And Parking Committee" Amending Section 2-190.94, Entitled "Composition", By Reducing The Number Of Voting Members On The Committee From 19 To 14, And Amending The Composition of The Committee To Delete The Memberships Representation From The Following Organizations: Washington Avenue Task Force; South Pointe Advisory Board To The Miami Beach Redevelopment Agency; Miami Beach Transportation Management Association; Miami Beach Convention Center And Theater Of The Performing Arts (SMG); And Middle Beach Partnership, Inc., D/B/A 41st Street-Middle Beach Partnership; Further Deleting The Non-Voting Ex-Officio Member Representations.

Inquiries may be directed to the Parking Department at (305) 673-7275.

An Ordinance Amending Chapter 46 Of The City Of Miami Beach Code By Adding Article 6 Thereof Entitled Turtle Nesting Protection Ordinance," Establishing Regulations For Lighting And Other Activities On Properties Abutting Or Affecting The Beach, Including East OfThe Coastal Construction Control Line, For The Protection Of Sea And Marine Turtles, Endangered Species Nesting On Miami Beach.

Inquiries may be directed to the Public Works Department at (305) 673-7080.

10:25 a.m.

An Ordinance Amending Chapter 2 Of The Miami Beach City Code, Entitled "Administration" By Amending Article VI, Entitled "Procurement" By Amending Division 6, Entitled "Living Wage Requirements For City Service Contracts And City Employees" By Amending Section 2-408(B), Entitled "Health Benefits; Eligibility Period", To Require Covered Employers, Or The City, To Pay A Living Wage Of \$9.81 An Hour, Commencing On The Data Of His Of the Covered Employers. On The Date Of Hire Of The Covered Employee, Through The Eligibility Period.

Inquiries may be directed to the Procurement Division at (305) 673-7490.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures", Article II, "Boards", Division 4, "Historic Preservation Board", Section 118-106 To Modify The Requirements For Approvals Of Certificates Of

Inquiries may be directed to the Planning Department at (305) 673-7550.

An Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Article IV, "Supplementary Use Regulations," Section 142-874, "Required Enclosures," By Clarifying Store Enclosures; And Amending Section 142-904, "Additional Mixed Use Entertainment District Regulations," To Allow The Sale Of Cigars And Cigarettes By A Vendor Licensed On The Premises With Transactions To Occur Only Within Private Property

Inquiries may be directed to the Planning Department at (305) 673-7550.

2:00 p.m.

An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Section 114-1, "Definitions," Clarifying The Meaning Of "Site;"Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Clarifying That Floor Area May Be Distributed On Block 1 Through Covenants In Lieu Of Unity Of Title.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

5:05 p.m.

5:05 p.m.

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Lot Coverage, Structure Size, Building Height And Setback Requirements For New Single-Family Residential Construction And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction Inclusive Of The Creation Of A New Single-Family Residential Review Panel.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, and Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

> Robert E. Parcher, City Clerk City of Miami Beach

Pursuant to Section 286.0105. Fla. Stat., the City hereby advises the public that: If a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305)673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). Ad #386

#### Condensed Title:

An ordinance amending the City of Miami Beach City Code Chapter 110, entitled "Utilities" amending Article IV, entitled "Fees, Charges, Rates, and Billing Procedures Division 2. Rates, Fees and Charges" to increase the water supply service charge imposed by the City; adjusting the schedule of rates for minimum monthly water service charge imposed by the City; increasing the sanitary sewer service charge imposed by the city; providing for codification, repealer, severability and an effective date.

#### Key Intended Outcome Supported:

Ensure well maintained infrastructure.

#### Issue:

Shall the City amend the City Code increasing the water and sewer rates?

#### Item Summary/Recommendation:

Late in 2005 Miami-Dade County proposed a water and sewer rate increase totaling \$5.25 Million for the City of Miami Beach. With the support of the City Commission, City Staff objected to the rate increase as being unsupported and the initial water and sewer rate increase of \$5.25 Million was reduced to \$2.5 Million, staff will continue to work diligently on this issue as the County proceeds to evaluate its methodology for future rate settings. Miami-Dade County Commission adopted amended increases in the wholesale water and sewer rates charged to the citizens of Miami Beach and the sewer rates for the cities served by Miami Beach, effective October 1, 2006.

The County's amended increase raised the wholesale water rate from \$0.85 per thousand gallons to \$1.10 per thousand gallons, 29 percent. The annual increased cost to the city is an estimated \$1,795,100. The County raised the average wholesale wastewater treatment rate from \$1.70 per thousand gallons to \$1.74 per thousand gallons, or approximately 2.4 percent. The annual increased cost to the City for wastewater treatment is estimated to be \$712,969.

The water and sewer rate increase will be passed through to customers in Miami Beach effective October 1, 2006. The combined water and sewer \$0.29 cents pass-through will add an additional \$3.17 per month to a typical Miami Beach family residential bill.

The rate increase estimated to be \$2,508,069 will be absorbed by the General Fund over a period of two years. The FY2005/2006 water and sewer rate increases will not be passed on to Miami Beach residents.

On July 5, 2006, WASD provided the results of an independent consultant reviewing additional wholesale water and sewer rate adjustments; the consultant has recommended no additional adjustments of wholesale water and sewer rates for FY2006/07. WASD has written that it would adopt the consultant's recommendation of no additional rate adjustments in their budget submittal for FY2006/07 to the Miami-Dade Board of County Commissioners.

Administration recommends adopting the Ordinance amendment.

#### **Advisory Board Recommendation:**

N/A

#### Financial Information:

Source of		Amount	Account
Funds:	1	\$ 712,969.00	425 8000 343510 Sewer
	2	\$1,795,100.00	425 8000 343310 Water
179	3		
1/	4		
OBPI	Total	\$2,508,069.00	

**Financial Impact Summary:** 

#### City Clerk's Office Legislative Tracking:

Bob Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Managar
Department Director	Assistant City Manager	City Manager
	///	0
FHB	RCM	JMO
		1 7
	/	



AGENDA ITEM R5H DATE 9-6-06

Approved



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 06, 2006

SUBJECT:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY CODE, ENTITLED "FEE SCHEDULE," BY AMENDING THE FEE SCHEDULES FOR SECTION 110-166 ENTITLED "SCHEDULE OF WATER RATES AND TAPPING CHARGES" BY AMENDING SUBSECTIONS (a) AND (b) THEREOF AND BY AMENDING THE FEE SCHEDULES FOR SECTION 110-168 ENTITLED "SANITARY SEWER CHARGE," OF DIVISION 2, ENTITLED "RATES, FEES, AND CHARGES," OF ARTICLE IV "FEES, CHARGES, RATES ENTITLED, AND BILLING PROCEDURE," OF CHAPTER 110 ENTITLED "UTILITIES," IN ORDER TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGE IMPOSED BY THE CITY; ADJUSTING THE SCHEDULE OF RATES FOR THE MINIMUM MONTHLY WATER SERVICE CHARGE; AND INCREASING THE SANITARY SEWER SERVICE CHARGE IMPOSED BY THE CITY; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

### ADMINISTRATION RECOMMENDATION

Approve the Ordinance on First Reading and Set a Second Reading Public Hearing.

### **ANALYSIS**

The rates for water supply and sanitary sewer services consist of a pass-through of the wholesale rate the City pays to the Miami-Dade Water and Sewer Department (WASD) for the purchase of potable water and treatment of sewage; debt service for the Series 2000 Water and Sewer Revenue bonds and the 2006 Gulf Breeze loan; operating and maintenance costs for the water and sewer utility; and a 7.5% fee paid to the Miami-Dade County Environmental Resource Management Department (DERM).

On August 23, 2005, two weeks before the City's first budget hearing, the City Administration received notice from Miami-Dade Count of a proposed increase to the wholesale water and sewer rates charged to municipalities. As such the City had very little time to fully evaluate the proposed rate increases, and impact of approximately \$5.25 million to the City of Miami Beach. Staff met with Miami-Dade County Water and Sewer Department (WASD) in September 2005 and was provided supplemental information concerning the proposed rated increases.

In response to the concerns expressed by Miami Beach and other municipalities, Miami-Dade Board of County Commissioners (BCC) approved the proposed rate increase effective January 2006 and provided a payment plan to recapture revenues lost due to the delayed implementation over 36 months beginning October 1, 2006. The BCC further directed the County administration to clarify and confirm the wholesale water and sewer charges with municipalities receiving wholesale service and report back to the Commission in January 2006.

Miami-Dade County staff held meetings with municipal wholesale customers in November and December 2005 and proposed a lower rate increase than had been approved by the BCC based on additional analysis by WASD, its Bond Consultant Engineers and the County Office of Strategic Business Management. Estimates for wholesale rates for FY2006/2007 for water and sewer wet and dry seasons were provided.

Wholesale municipal customers, including Miami Beach remained concerned regarding the validity of the proposed rates. Additionally, the municipalities requested that rate increases be "smoothed" over several years as well as subject to an annual cap. The lower rate increase for fiscal year October 2005-September 2006 and deferred payment plan through September 2007 were approved by the Miami-Dade County BCC on March 21, 2006 with the understanding that final rates for FY2005/06 and FY2006/07 and projected future rates would be determined by an independent rate consultant.

The rate increase raised the wholesale water rate from \$0.85 per thousand gallons to \$1.10 per thousand gallons. This reflects an increase in the wholesale water rate of \$0.25 per thousand gallons. The annual cost increase to the City for wholesale water is an estimated \$1,795,100.

The rate increase raised the average wholesale wastewater treatment rate from \$1.70 per thousand gallons to \$1.74 per thousand gallons. This reflects an increase to the average wholesale rate of \$0.04 per thousand gallons. The annual cost increase to the City for wastewater treatment is an estimated \$712,969.

The City will absorb the increase of water and sewer rates for FY2005/2006. The rate increase estimated to be \$2,508,069 will be absorbed by the General Fund over a period of two years. The FY2005/2006 water and sewer rate increases will not be passed on to Miami Beach residents.

On July 5, 2006, WASD provided the results of an independent consultant reviewing additional wholesale water and sewer rate adjustments. The consultant has recommended <u>no additional adjustments</u> of wholesale water and sewer rates for FY2006-2007. WASD has written that it would adopt the consultant's recommendation of no additional rate adjustments in their budget submittal for FY2006-2007 to the Miami-Dade Board of County Commissioners.

The water and sewer rate increases will be charged to Miami Beach customers effective October 1, 2006. The combined water and sewer \$0.29 cents pass-through will add an additional \$3.17 per month to a typical Miami Beach family residential bill. The new rate will increase the water and wastewater bill by approximately four and three quarter (4.75) percent.

Miami Dade County initially proposed water and sewer increases that would have represented an impact of \$5.2 Million to the City of Miami Beach. Staff with the support of the City Commission, objected to the rate as being unsupported. Through staff meetings with Miami Dade County Water and Sewer Department (WASD) the rate increases were reduced to a revised estimated amount of \$2,508,069, a reduction of approximately of fifty percent (50%). Staff will continue to work diligently on this issue as the County proceeds to evaluate its methodologies for future rate setting.

### CONCLUSION

Approve the Ordinance on First Reading and Set a Second Reading Public Hearing.

ORDINANCE NO.	

A ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING APPENDIX A OF THE CITY CODE, ENTITLED "FEE SCHEDULE," BY AMENDING THE FEE SCHEDULES FOR SECTION 110-166 ENTITLED "SCHEDULE OF WATER RATES AND TAPPING CHARGES" BY AMENDING SUBSECTIONS (a) AND (b) THEREOF AND BY AMENDING THE FEE SCHEDULES FOR SECTION 110-168 ENTITLED "SANITARY CHARGE," OF DIVISION 2, ENTITLED "RATES, FEES, AND CHARGES," OF ARTICLE IV ENTITLED, "FEES, CHARGES, RATES AND BILLING PROCEDURE," OF CHAPTER 110 ENTITLED "UTILITIES," IN ORDER TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGE IMPOSED BY THE CITY; ADJUSTING THE SCHEDULE OF RATES FOR THE MINIMUM MONTHLY WATER SERVICE CHARGE; AND INCREASING THE SANITARY SEWER SERVICE CHARGE IMPOSED BY THE CITY; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners for Miami-Dade County adopted wastewater and water rate adjustments for the fiscal year 2005/2006 which will have an impact on the rates charged by the City in fiscal year 2006/2007; and

WHEREAS, the schedule of rate increases provided herein provides for the increase in wholesale rates to be charged to the City by the County and the payment of principal and interest for the Series 2000 Water and Sewer Revenue Bonds and the 2006 Gulf Breeze loan; and

WHEREAS, the rate increase provided herein includes the increase adopted by the Miami-Dade Board of County Commissioners for water and wastewater; and

**WHEREAS**, the rate increases provided herein also include payment of the County's Department of Environmental Resources Management fee.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:

**SECTION 1:** That Appendix A to Article IV, Division 2, of Chapter 110 of the Miami Beach City Code is hereby amended as follows:

#### APPENDIX A - FEE SCHEDULE

Section this Code

Description

Amount

#### Chapter 110. Utilities

Article IV, Fees, Charges, Rates and Billing Procedure

Division 2. Rates, Fees and Charges

110-166 (a) Minimum service charge

Size of	Gallons of Water	Minimum Monthly
<u>Meter</u>	<u>Per month</u>	<u>Service Charge</u>
		(effective for billings on or
		<u>after October 1, 2006)</u>
3/4"	5,000	<u>13.95</u>
1"	7,000	19.53
1.5"	11,000	30.69
2"	17,000	47.43
3"	40,000	111.60
4"	80,000	223.20
6"	120,000	334.80
8"	200,000	558.00

Section this Code

Description

110-166(b)

Water in excess of subsection 110-166(a), shall be as follows: \$2.21 per 1,000 gallons, effective with billings on or after October 1, 2000; \$2.26 per 1,000 gallons, effective with billings on or after October 1, 2001; \$2.31 per 1,000 gallons, effective with billings on or after October 1, 2002; \$2.44 per 1,000 gallons, effective with billings on or after October 1, 2003; \$2.49 per 1,000 gallons, effective with billings on or after October 1, 2004; and \$2.54 per 1,000 gallons, effective with billings on or after October 1, 2005; and \$2.79 per 1,000 gallons effective with billings on or after October 1, 2006.

Section this Code

110-168(a)

Sanitary sewer service charge, shall be as follows: \$3.73 per 1,000 gallons, effective with billings on or after October 1, 2000; \$3.81 per 1,000 gallons, effective with billings on or after October 1, 2001; \$3.90 per 1,000 gallons, effective with billings on or after October 1, 2002; \$4.03 per 1,000 gallons, effective with billings on or after October 1, 2003; \$4.12 per 1,000 gallons, effective with billings on or after October 1, 2004; and \$4.21 per 1,000 gallons, effective with billings on or after October 1, 2005; and \$4.25 per 1,000 gallons, effective with billings on or after October 1, 2006.

#### **SECTION 2. CODIFICATION**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article" or other appropriate word.

#### **SECTION 3. REPEALER**

All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

#### **SECTION 4. SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

### **SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect on the 1 <sup>st</sup> day of Octo	ober 1, 2006.
PASSED and ADOPTED this day of	, 2006
EST:	
ESI.	
	MAYOR
CITY CLERK	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

T:\AGENDA\2006\sep0606\Regular\Rate Ordinance1stRdg.doc



OFFICE OF THE CITY MANAGER NO. LTC # 163-2006

### IFTTER TO COMMISSION

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager For JM 6

DATE:

June 21, 2006

SUBJECT: Miami-Dade County Wholesale Water and Sewer Rates

#### **Background**

On August 23, 2005, two weeks before the City's first budget hearing, the City Administration received notice from Miami-Dade County of a proposed increase to the wholesale water and sewer rates charged to municipalities. As such the City had very little time to fully evaluate the proposed rate increases, and impact of approximately \$5.25 million to the City of Miami Beach. Staff met with Miami-Dade County Water and Sewer Department (WASD) on September 14, 2005 and was provided supplemental information concerning the proposed rate increases. WASD's justification for the increase in wholesale rates included:

- o Increases in operating costs over the last three years and decreases in water consumption absorbed by spending down their reserves.
- o WASD's Financial Advisor (The PFM Group), developed a six-year operating pro-forma projection dramatically different from those provided to the rating agencies in 2003 with the opinion that a system rate increase was needed to avoid a credit rating down grade.
- o Increased needs in the Renewal and Replacement fund to correct deficiencies identified in a Renewal and Replacement Needs Assessment completed in April 2005.

The City had several concerns regarding the need for the proposed rate increase including: appropriation of only \$32 million of the approved G.O. Bond Program authorized \$222 million for Countywide water and sewer projects to WASD for system wide improvements: concerns regarding unspent bond proceeds; continued inclusion of the \$23 million equity transfer to the County in WASD's FY 2005/06 Operating Budget; the methodology used to determine the \$65 million in annual renewal and replacement needs; windfall revenues that would result to the County Department of Environmental Resource Management (DERM) without any justification simply because the City per County code is required to pay DERM a 7.5 percent fee of all water and sewer revenues collected.

In response to the concerns expressed by Miami Beach and other municipalities, Miami-Dade Board of County Commissioners (BCC) approved the proposed rate increase effective January 2006 and provided a payment plan recapture of the revenues lost due to the delayed implementation over 36 months beginning October 1, 2006. The BCC further directed the County administration to clarify and confirm the revised wholesale water and sewer charges with municipalities receiving wholesale service and report back to the Commission in January 2006.

Miami-Dade County staff held meetings with municipal wholesale customers in November and December 2005 and proposed a lower rate increase than had been approved by the BCC based on additional analysis performed by WASD, its Bond Consultant Engineers and the County's Office of Strategic Business Management. The approved and recommended revised wholesale rates per thousand gallons were as follows:

	FY 04/05 Rate	Increase Approved September 2005	Proposed Increase November 2005
Wholesale Water	\$1.70	\$1.19	\$1.10
Wholesale Sewer – Wet Season Wholesale Sewer – Dry Season		\$2.18 \$1.78	\$1.95 \$1.52

Preliminary estimates for wholesale rates for FY 2006/07 for water and sewer wet and dry season were also provided in the amounts of \$1.13, \$1.98, and \$1.54, respectively.

Given that the charges are based solely on a change in the rate model utilized, wholesale municipal customers, including Miami Beach, remained concerned regarding the validity of the proposed rates. In addition the municipal customers felt strongly that rate increases should be "smoothed" over several years as well as subject to an annual cap. As a result of ongoing discussions, County staff agreed to the following, subject to Miami-Dade County BCC approval:

- Reduce the proposed rate increase for FY 2005/06 to the rates proposed in November;
- o Defer the payment requirement for the amount of the fee increase owed from January 2006 through September 2006 until September 2007, allowing time for completion of studies by an independent consultant including the allocation methodology, the FY 2005/06 rates, proposed rates for FY 206/07, and future rates, including the development of a rate stabilization methodology:
- o Continue to allow the wholesale municipal customers a payment plan recapture of the revenues lost due to the 3-month delayed implementation over 36 months;
- At the end of each fiscal year, conduct an analysis to determine the actual cost of providing these services and rates for the following year will be adjusted to "true-up" for any differential between budgeted expense and actual expense;
- o Involve municipal representatives in the review of the rate study by the consultant.

#### <u>Status</u>

The lower rate increase and deferred payment through September 2007 were approved by Miami-Dade County BCC on March 21, 2006 with the understanding that final rates, for FY 2005/06, FY 2006/07 and projected future rates, would be determined by an independent rate consultant. However, rather than hire one consultant to review the methodology for determining wholesale rates on a multi-year basis (including the allocation methodology, the FY 2005/06 rates, proposed rates for FY 2006/07, and future rates) the County unilaterally elected to split the project into 2 phases, and use an existing pool of pre-qualified firms (the County's Management Advisory Consulting Financial Category Pool of Pre-Qualified Firms) to review the FY 2005/06 wholesale rates and the proposed rates for FY 2006/07 rather than advertise widely.

Wholesale Water and Sewer Rates for FY 2006/07 Page 3 of 3

On May 4, 2006 the selection committee, which included representatives from Miami Beach and Hialeah along with representatives from Miami Dade County, met to review the proposals for a consultant to review the wholesale water and sewers rates for the FY 2006/07 fiscal year. However, only one consultant submitted a proposal Milian, Swain and Associates, Inc –(Milian). Miami-Dade County advised that they had limited the advertisement in an effort to expedite the process. Both representatives from Miami Beach and Hialeah felt that their efforts were extremely limiting but due to the time constraints felt comfortable with moving ahead with Milian. Milian will be charged with reviewing the MDWAS rate model and what Miami-Dade County calls "smoothing" mechanism, which is another mathematical model use to flatten rates and avoid the extremely high peaks as experienced with last year's recommendations. There was another area of concern discussed by committee members regarding Milian, as Milian developed the current rate model that produced one set of the rates last year. It was agreed that municipalities maintained the right to object if not in agreement with a final recommendation.

Miami Dade County committed to having the rate study for FY2005/06 and 2006/07 completed no later than June 2006 in time for the municipalities and the county to meet their respective budget preparation schedules, and the committee to review the progress of Milian's work prior to a final recommendation. Further, they agreed to send a letter to all wholesale customers explaining the status of the process.

The recently released Miami-Dade County Manger's proposed budget for FY 2006/07 reflects additional wholesale water and sewer rate increases of \$0.04 per thousand gallons for wholesale customers, but caveats that these are being reviewed with the independent consultant.

Of continued concern is the fact that Miami Dade County has not started the process of selecting a consultant for the wholesale and retail rate study beyond the FY 2006/07 as promised by the county to the municipalities. Therefore, it appears at this time that they will not be ready for rate recommendations for the FY 2007/08 fiscal year and beyond, making it almost impossible for municipalities to complete their planning efforts with any degree of accuracy.

Although the proposed rate increase for FY 2005/06 has already been reduced by approximately half, we continue to work diligently on this issue. Any final amounts for FY 2005/06 as well as FY 2006/07 will need to be addressed in the FY 2006/07 Proposed Operating Budget.

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#### **Condensed Title:**

Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504; amending section 2.11 concerning the definition of earnings; amending section 4.05 concerning the purchase of credited service by certain members who previously had creditable service under the classified plan; creating a new section 4.06 concerning the purchase of creditable service by members who participated in a section 4.57 plan during their initial probationary period; amending section 5.01 concerning the normal retirement benefit; amending section 5.07 concerning death benefits after retirement; amending section 5.12 concerning the early retirement incentive program; amending section 6.02 concerning contributions by members; providing for severability; repealing all ordinances in conflict therewith; and providing an effective date.

Key	Intended	<b>Outcome</b>	Supported:

Attract and maintain a quality workforce.

#### Issue:

These adjustments clarify the language to allow the City to apply the plan as originally described and designed and amends the ordinance to comply with the GSA and AFSCME negotiations

ltem	Summ	ary/Reco	mmendation

Adopt the Ordinance

### **Advisory Board Recommendation:**

N/A

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2	*****		
	3			
	4			
OBPI	Total			

### **Financial Impact Summary:**

The proposed amendments represent no financial changes to the original pension ordinance, since the original ordinance already accounted for these clarifications.

### City Clerk's Office Legislative Tracking:

Linda Gonzalez

Sign-Offs:

Department Director	Chief of Staff	City Manager
Linda Gonzalez	Ramiro Inguanzo	0>-
0.		



AGENDA ITEM RSI DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager,

DATE:

September 6, 2006

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE MIAMI BEACH EMPLOYEES' RETIREMENT PLAN CREATED BY ORDINANCE 2006-3504; AMENDING SECTION 2.11 CONCERNING THE DEFINITION OF EARNINGS; AMENDING SECTION 4.05 CONCERNING THE PURCHASE OF CREDITED SERVICE BY CERTAIN MEMBERS WHO PREVIOUSLY HAD CREDITABLE SERVICE UNDER THE CLASSIFIED PLAN; CREATING A NEW SECTION 4.06 CONCERNING THE PURCHASE OF CREDITABLE SERVICE BY MEMBERS WHO PARTICIPATED IN A SECTION 457 PLAN DURING THEIR INITIAL PROBATIONARY PERIOD; AMENDING SECTION 5.01 CONCERNING THE NORMAL RETIREMENT BENEFIT; AMENDING SECTION 5.07 CONCERNING DEATH BENEFITS AFTER RETIREMENT; AMENDING SECTION 5.12 CONCERNING THE EARLY RETIREMENT INCENTIVE PROGRAM; AMENDING SECTION 6.02 CONCERNING CONTRIBUTIONS BY MEMBERS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

### ADMINISTRATION RECOMMENDATION:

Adopt the Ordinance.

#### **BACKGROUND:**

On March 8, 2006, the Mayor and City Commission adopted the Miami Beach Employees' Retirement Plan (MBERP) ordinance. This ordinance became effective on March 18, 2006. Due to the extensive nature of the ordinance which merged the Classified and Unclassified Retirement Systems, it came to the City's attention that minor language clarification was needed on some issues outlined in the ordinance. In addition, due to successful negotiations with two (2) of the City's remaining civilian bargaining units, the Government Supervisors Association (GSA) and the American Federation of State, County and Municipal Employees (AFSCME), there is a need to amend the ordinance in order to provide the same early retirement incentive (early out) that was originally provided to the Unclassified employees and Communications Workers of America (CWA) bargaining unit.

The following are the amendments to the ordinance:

- The intent of the original ordinance was to treat all "Tier A" employees the same with respect to the normal retirement benefit. Section 5.01(b) (4) [normal retirement benefit] is clarified to include a reference to employees classified as "Others" who became members of the classified plan prior to August 1, 1993. The "Others" group, refers to those employees who are not represented by any bargaining unit. This will ensure that these employees are treated in the same manner as other Tier A members of the classified plan.
- The ordinance provides a buy-back option for City service for unclassified employees who were previously members of the Classified Plan, and were promoted to an unclassified position without a break in service before becoming vested in the Classified Plan (section 4.05). Such members will now be able to buy service under the MBERP for the period they participated in the Classified Plan, by paying the same rate as that required for the two (2) year buy-back provision under section 4.03 (10% of pensionable earnings for each year purchased, plus interest).
- The intent of the original ordinance was to continue to allow employees to buy service credit for their initial probationary period with the City. Section 4.06 is revised to make it clear that members may buy service credit for their initial probationary period with the City, during which they participated in a 457 plan, by paying the classified or unclassified rate for such service, as applicable. Members will be allowed to buy this service only if they have not already received credit for it under a City retirement plan.
- The ordinance extends the same early retirement incentive (section 5.12) to members of the GSA and AFSCME bargaining units which were provided to members of the CWA unit under the original ordinance. This will allow GSA members who were employed prior to February 21, 1994 and who are at least 48 years old to retire with unreduced benefits.
- The intent of the original ordinance was to treat all "Tier A" employees similarly with respect to the amount of the pension contribution. Section 6.02 [member contributions] – is clarified to state that members of the GSA bargaining unit and "Others" who joined the classified plan prior to August 1, 1993 (i.e., Tier A members) contribute 10% to the new plan – the same as other Tier A members.
- Section 5.07 (Death Benefits After Retirement) is amended to delete a subsection that was previously deleted from the Unclassified Plan in Ordinance 95-3014, and should not have been included in the new pension plan.
- Section 2.11 is amended to relocate a sentence regarding Internal Revenue Code requirements (this is a non-substantive change).
- The ordinance amends the death benefit for the AFSCME bargaining unit to make it the same as the CWA and GSA bargaining units, by changing the eligibility age for dependent children from twenty-five (25) to twenty-two (22).
- Section 4.04 corrects the numbering of the section only and makes no substantive changes.
- Section 5.11 (b) corrects the reference from Section 5.04 (g) to Section 5.05 (g).

 Section 5.05 (g) changes the department name from Personnel Department to Human Resources Department.

These adjustments clarify the language to allow the City to apply the plan as originally described and designed and amends the ordinance to conform to the GSA and AFSCME agreements.

#### CONCLUSION

The Administration recommends adopting the ordinance amending the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504; amending Section 2.11 concerning the definition of earnings; amending Section 4.05 concerning the purchase of credited service by certain members who previously had creditable service under the classified plan; creating a new Section 4.06 concerning the purchase of creditable service by members who participated in a Section 457 plan during their initial probationary period; amending Section 5.01 concerning the normal retirement benefit; amending Section 5.07 concerning death benefits after retirement; amending Section 5.12 concerning the early retirement incentive program; amending Section 6.02 concerning contributions by members; providing for severability; repealing all ordinances in conflict therewith; and providing an effective date.

JMG\RI\LG\pn

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<b>ORDINANCE</b>	NO.	
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AN ORDINANCE OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI FLORIDA, AMENDING THE MIAMI BEACH EMPLOYEES' RETIREMENT PLAN CREATED BY ORDINANCE 2006-3504: AMENDING SECTION 2.11 CONCERNING THE **DEFINITION OF EARNINGS; AMENDING SECTION 4.05** CONCERNING THE PURCHASE OF CREDITED SERVICE BY CERTAIN MEMBERS WHO PREVIOUSLY HAD CREDITABLE SERVICE UNDER THE CLASSIFIED PLAN: CREATING A NEW SECTION 4.06 CONCERNING THE PURCHASE OF CREDITABLE SERVICE BY MEMBERS WHO PARTICIPATED IN A SECTION 457 PLAN DURING THEIR INITIAL PROBATIONARY PERIOD; AMENDING 5.01 CONCERNING SECTION THE RETIREMENT BENEFIT: AMENDING SECTION 5.07 CONCERNING DEATH BENEFITS AFTER RETIREMENT: AMENDING SECTION 5.12 CONCERNING THE EARLY RETIREMENT INCENTIVE PROGRAM: AMENDING SECTION 6.02 CONCERNING CONTRIBUTIONS BY **MEMBERS: PROVIDING** FOR SEVERABILITY; **ALL** REPEALING **ORDINANCES** CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

## BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. Section 2.11 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

2.11 "Earnings" means base pay, including longevity pay, for personal services rendered as an Employee, but excluding any payment of overtime, shift differential or extra compensation allowances such as uniform allowances. Notwithstanding the foregoing, in the case of any Member who is in a classification within the CWA bargaining unit who entered service with the City prior to February 21, 1994 as a Classified Employee, and who was continuously a member of the Classified System from that date until the effective date of this Ordinance, "Earnings" shall include overtime pay up to a maximum of ten percent (10%) above the Member's highest pensionable earnings each year. Earnings in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, and regulations promulgated thereunder, shall be disregarded, and no member contributions shall be required on any such excess. The definition of Earnings in the preceding sentence shall apply to

Employees in classifications within the AFSCME bargaining unit who entered the service of the City prior to April 30, 1993 and to employees in classifications within the GSA bargaining unit who entered the service of the City prior to August 1, 1993, and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, upon the ratification of a collective bargaining agreement that contains such definition. Earnings in excess of the limitations set forth in Section 401(a)(17) of the Internal Revenue Code, and regulations promulgated thereunder, shall be disregarded, and no member contributions shall be required on any such excess.

Section 2. Subsection (c) and (d) of Section 4.04 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

4.04 Purchase of Creditable Service by Members Who Previously Participated in the Defined Contribution Retirement System.

(e) (d) Amounts paid or transferred to this Plan for the purchase of creditable service under this section 4.04, excluding any outstanding loan balances,

shall be considered accumulated employee contributions as that term is defined herein,

and Members shall be 100% vested in such amounts.

(d) (e) Notwithstanding any other provision of this section 4.04, the provisions of this section 4.04 shall not apply to Employees within classifications in the AFSCME and GSA bargaining units until a collective bargaining agreement containing such provisions is ratified. If a collective bargaining agreement applying the provisions of this section 4.04 to Employees within classifications in the AFSCME or GSA bargaining units is ratified on or before April 1, 2006, for any Employee who purchases Creditable Service purchased pursuant to subsection (a), above, that relates to employment during the 2005-2006 fiscal year, and makes full payment for such service within sixty (60) days following ratification of the collective bargaining agreement, the payment amount for such service shall be twenty percent (20%) of the Employee's earnings for the period purchased, with no interest on the amount paid for such service.

Section 3. Section 4.05 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

4.05 Purchase of Creditable Service by Members Who Previously had Creditable Service Under the Classified Plan.

- (a) Any Employee who was employed on March 18, 2006 and becomes a Member of this Plan on or before September 18, 2006, and Member who previously had creditable service under the Classified Plan but who separated from employment as a Classified Employee prior to becoming fully vested in the Classified Plan, may purchase Creditable Service under this Plan for all or a portion of the period of their creditable service under the Classified Plan, by paying into the Plan an amount equal to the sum of the required employer and employee contributions to the Classified Plan for each fiscal year of service or portion thereof purchased, plus interest at the rate of eight and one-half percent (8.5%) from the end of each applicable fiscal year through the date of payment. Full payment must be made within six (6) months after the effective date of this Ordinance 2006-3504.
- (b) Notwithstanding the provisions of subsection (a), above, any Employee who was employed on March 18, 2006 and becomes a Member of this Plan on or before September 18, 2006, and who was promoted from a classified position to an unclassified position with no break in City service prior to March 18, 2006 and received a refund of member contributions from the Classified Plan, may purchase Creditable Service under this Plan for all or a portion of the period of their creditable service under the Classified Plan, by paying into the Plan an amount equal to ten percent (10%) of their annual rate of pensionable Earnings, multiplied by the number of years and fractions of a year purchased, plus interest at the rate of 9.0% calculated from the end of each applicable fiscal year through the date of payment. Full payment for Creditable Service purchased pursuant to the preceding sentence must be made within six (6) months after the effective date of this Ordinance.
- (c) Notwithstanding any provision of this section 4.05, this section 4.05 shall have no application to persons employed by the Miami Beach Visitor and Convention Authority, the Classified Plan, the Unclassified Plan or the City Pension Fund for Firemen and Policemen on the effective date of this Ordinance.
- Section 4. Effective March 18, 2006, a new Section 4.06 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is created to read:
- 4.06 Purchase of Creditable Service by Members Who Participated in a Section 457 Plan During their Initial Probationary Period.

Any Member who participated in a section 457 deferred compensation plan during their initial probationary period of City employment, and who did not receive

service credit for such period of employment under any other City retirement plan, may purchase Creditable Service under this Plan for all or a portion of such probationary period, by paying into the Plan an amount equal to the sum of the required employer and employee contributions to the Classified Plan or Unclassified Plan (whichever plan in which the Member was eligible to participate prior to becoming a member of this Plan) for each fiscal year of service, or portion thereof, purchased, as reflected in the actuarial valuation report for that year; plus interest at the rate of 8.5 percent for Classified Employees and 9.0% for Unclassified Employees, calculated from the end of each applicable fiscal year through the date of payment. Full payment for all service purchased pursuant to this section 4.06 must be made within six (6) months after the effective date of this Ordinance, but in no event later than the last day of employment, in the same manner as provided in section 4.04(c). Notwithstanding any other provision of this section 4.06, in no event may the maximum benefit percentage applicable to the member be exceeded as the result of any purchase of Creditable Service.

Section 5. Effective March 18, 2006, Paragraphs (2), (3) and (4) of Subsection (b) of Section 5.01 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 are amended to read:

- (b) Normal Retirement Benefit
- (2) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the AFSCME bargaining unit who entered the service of the City prior to April 30, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen <u>years</u> (15) of such service, and four percent (4%) of final average monthly earnings multiplied by creditable service for each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.
- (3) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the CWA (MBEBA) bargaining unit who entered the service of the City prior to February 21, 1994 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen (15) years of such service,

and four percent (4%) of final average monthly earnings multiplied by creditable service for each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.

(4) Notwithstanding the provisions of paragraph (1), above, the normal retirement benefit payable to Members in classifications within the GSA bargaining unit or any Employee classified as "Other" who entered the service of the City prior to August 1, 1993 and who were Members of the Classified Plan continuously from that date until the effective date of this Ordinance, shall be three percent (3%) of final average monthly earnings multiplied by creditable service for the first fifteen (15) years of such service, and four percent (4%) of final average monthly earnings multiplied by creditable service for each year in excess of fifteen (15), to a maximum of ninety percent (90%) of final average monthly earnings.

Section 6. Subsection (g) of Section 5.05 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

5.05 Disability Retirement Allowance

\* \* \*

Any Retirant who is receiving a disability retirement allowance (g) shall be subject, prior to the normal retirement date, to re-examination by the Physical Examiners either upon request of the Retirant, the Board or the City Manager, and the Physical Examiners shall report their conclusions as to the continuance of the incapacity. In the event that such disability shall not continue to incapacitate the Retirant for service acceptable to the City, in accordance with requirements of the Personnel Human Resources Department, the City Manager may require that such Retirant be returned to active duty at work which is the same or of similar nature to the work he performed prior to his incapacity, or returned to other work within the limits of his mental or physical capacities, at a rate of compensation not less than seventy percent (70%) of the pay to which he would have been entitled at the time of the Member's return to active service for the grade of service occupied by the Retirant prior to incapacity. Upon any such return to active duty, the Retirant shall be restored to service as a Member, the disability retirement allowance shall be terminated, the Member shall resume contributing to the Plan based on the earnings received upon reemployment, and the period during which the member was receiving a disability retirement allowance shall be included in creditable service for all purposes of the Plan.

\* \* \*

Section 7. Effective March 18, 2006, Section 5.07 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

# 5.07 Death Benefits after Retirement

- (a) Upon receipt of evidence, satisfactory to the Board, of the death of a Retirant, a monthly pension shall be payable to the surviving spouse or domestic partner of the deceased Retirant, provided that the spouse had been married to the Retirant or the domestic partnership was registered on the date of retirement or termination of service, whichever occurred first, and for a least one (1) year prior to such date; and further provided, that if the Retirant had elected an option in accordance with Section 5.08 which was in effect at the time of his death, monthly benefits shall be continued after his death, in lieu of benefits under this section 5.07, in accordance with the option.
- (b) The monthly pension payable to the surviving spouse or domestic partner of a deceased Retirant pursuant to the foregoing paragraph of this Section 5.07 shall be equal to fifty percent (50%) of the retirement allowance which would have been payable to the deceased Retirant if the Retirant had been alive at the time of the monthly payment; provided, that, if the surviving spouse or domestic partner is more than fifteen (15) years younger than the deceased Retirant, such monthly pension shall be reduced to an amount which is the actuarial equivalent of such pension for a spouse exactly fifteen (15) years younger than the deceased Retirant.
- (d) If there are no pension benefits payable to a surviving or domestic partner, child or children pursuant to paragraphs (a), (b) or (c) above, then the aforementioned pension shall be paid to the dependent parent, if any, of the deceased member. If both parents are dependent, such benefit shall be shared equally between them.
- (e) Notwithstanding any provision of this Section 5.07 to the contrary, in the event that an optional benefit had been elected by a Retirant in accordance with Section 5.07, and such election is in effect at the time of the Retirant's death, monthly benefits, if any, shall be payable after death to the person designated as the contingent annuitant in accordance with the optional election, and no benefits shall be payable as a result of the death of the Retirant under this Section 5.07.

(d) For members of the Unclassified System who became members of this Plan on the effective date of this Ordinance, under no circumstances shall any surviving spouse or domestic partner of a deceased Member or Retirant receive a pension if the surviving spouse remarries, or if the domestic partner registers as the domestic partner of any other person.

Section 8. Subsection (c) of Section 5.07 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

If any such deceased Retirant is not survived by a spouse or domestic partner entitled to a pension in accordance with the foregoing paragraphs of this Section 5.07, or if the death of such a spouse or domestic partner occurs after pension payments have commenced in accordance with the foregoing paragraph, the pension which would otherwise have been payable to a surviving spouse or domestic partner eligible therefor and not more than fifteen (15) years younger than the deceased Retirant shall be payable to the dependent child or children of the said deceased Retirant, if any, divided in such manner as the Board in its discretion shall determine, to continue until every such child 1) marries or dies, or 2) attains eighteen (18) years of age or twenty-two (22) years of age in the case of a child who is a full-time student in high school or college; provided that, for children of Members in classifications within the AFSCME bargaining unit, the pension shall continue to twenty-five (25) years of age in the case of a child who is a full-time student in high school or college; provided that in the case of a physically or mentally disabled child, the pension shall continue until the child recovers from the disability. As used in this paragraph, a "physically or mentally disabled child" is one who 1) is unmarried, 2) is entitled to and receives a child's disability benefit based upon determination by the Social Security Administration that the child is unable to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months and 3) was suffering from such impairment prior to attaining eighteen (18) years of age (or twenty-two (22) years of age in the case of a child who was a full time student in high school or college, or twenty-five (25) years of age in the case of a child who was a full-time student in high school or college and is the child of a Member in a classification within the AFSCME bargaining unit). Notwithstanding the foregoing, only children who were dependent beneficiaries of the Retirant on the date of retirement

or termination of service, whichever is first, shall be eligible for a pension under this paragraph.

Section 9. Subsection (b) of Section 5.11 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

5.11 Return to Active Service

\* \* \*

Should a Retirant, other than a disability Retirant restored to (b) service in accordance with Section 5.04(g) 5.05(g), be employed by the City as an Employee, such Member's retirement benefit shall cease and the Member shall again become a Member of the Plan, but benefits payable with respect to the Member's earnings and creditable service after reemployment shall be based on the provisions applicable to a Member whose employment with the city commences on the date of reemployment. The Member shall contribute at the rate required, pursuant to Section 6.02, of Employees who become Members for the first time. An amount equal to the excess, if any, of the Member's Accumulated Employee Contributions at the time of his retirement over the amount of retirement benefits received shall be credited as Accumulated Employee Contributions as of the date of reemployment. Creditable service rendered before and after reemployment shall be considered for the purpose of determining entitlement to a normal or early service retirement allowance upon subsequent retirement. Upon subsequent retirement, the Member's retirement allowance shall be equal to the sum of the retirement allowance payable during the previous retirement, adjusted actuarially, if reemployment is prior to the normal retirement date, for the period from the date of reemployment to the date of subsequent retirement or normal retirement date, whichever occurs first, plus the amount computed as a retirement allowance on the basis of final average monthly earnings and creditable service for the period after the last date of reemployment; provided that the total retirement benefit shall not exceed the retirement allowance which would have been payable if all years of creditable service had been a continuous period. If an option had been elected and in effect at the time of reemployment, the option shall continue to be in effect after reemployment, with respect to the retirement benefit payable prior to reemployment.

\* \* \*

Section 10. Section 5.12 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

# 5.12 Early Retirement Incentive Program

Effective upon the effective date of this Ordinance 2006-3504, a voluntary early retirement incentive program is established in accordance with this section 5.12.

- (a) for mMembers of the Classified System who became members of this Plan on March 18, 2006 the effective date of this Ordinance, who are in classifications within the CWA bargaining unit, and who entered the service of the City prior to February 21, 1994, and. Such Members who are at least 48 years of age or who will attain age 48 within 90 ninety days following March 18, 2006, the effective date of this Ordinance may elect to retire on or after March 18, 2006 the effective date of this Ordinance and before the expiration of ninety (90) days following such effective date, by submitting an irrevocable election in writing to the City prior to March 18, 2006 such effective date. The amount of the retirement benefit payable to Members so electing shall be equal to the pension benefit accrued by such Member at the time of retirement, with no reduction for early retirement. The early retirement incentive program provided in this Section 5.12 shall apply to Members in classifications within the AFSCME and GSA bargaining units upon ratification of a collective bargaining agreement that provides for such program.
- (b) Members of the Classified System who became members of this Plan on the effective date of this Ordinance, who are in classifications within the GSA bargaining unit, who entered the service of the City prior to August 1, 1993, and who are at least 48 years of age or who will attain age 48 within 90 ninety days following the effective date of this Ordinance, may elect to retire on or after the effective date of this Ordinance and before the expiration of ninety (90) days following such effective date, by submitting an irrevocable election in writing to the City prior to such effective date. The amount of the retirement benefit payable to Members so electing shall be equal to the pension benefit accrued by such Member at the time of retirement, with no reduction for early retirement.
- (c) Members of the Classified System who became members of this Plan on the effective date of this Ordinance, who are in classifications within the AFSCME bargaining unit, who entered the service of the City prior to April 30, 1993, and who are at least 48 years of age or who will attain age 48 within 90 ninety days following the effective date of this Ordinance, may elect to retire on or after the effective date of

this Ordinance and before the expiration of ninety (90) days following such effective date, by submitting an irrevocable election in writing to the City prior to such effective date. The amount of the retirement benefit payable to Members so electing shall be equal to the pension benefit accrued by such Member at the time of retirement, with no reduction for early retirement.

Section 11. Effective March 18, 2006, Subsection (b) of Section 6.02 of the Miami Beach Employees' Retirement Plan created by Ordinance 2006-3504 is amended to read:

6.02 Contributions by Members

(b) Notwithstanding subsection (a) above, all persons entering service with the City prior to April 1, 1993 who are in the classifications within the AFSCME bargaining unit; all persons entering service with the City prior to February 21, 1994 who are in classifications within the CWA (MBEBA) bargaining unit, and all persons entering service with the City prior to August 1, 1993 who are in classifications within the GSA bargaining unit or classified as "Other", who were members of the Classified Plan continuously from the date they entered service with the City until the effective date of this Ordinance, shall contribute to the Plan ten percent (10%) of their earnings throughout their service as a Member of this Plan.

Section 12. Conflicts and Severability.

- (a) All Ordinances, and parts of ordinances, in conflict herewith shall be and the same, are hereby repealed.
- (b) In the event any article, section, paragraph, sentence, clause, or phrase of this Ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall in no manner affect the other articles, sections, paragraphs, sentences, clauses or phrases of this Ordinance, which shall be and remain in full force and effect as fully as if the item so adjudged invalid or unconstitutional was not originally a part hereof.

Section 13. Effective Date. This Ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

PASSED and Al	OPTED by the City Commission of the City of Miami Be	eac
this day of	, 2006.	
	Mayor	
Attest:		
	APPROVED AS TO	
(Seal)	FORM & LANGUAGE & FOR EXECUTION	
	City Altorney Con 9/1/0	6
	$\phi_{0}$ /	

#### Condensed Title:

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group II, being those covered by the Fraternal Order of Police (FOP) by six percent (6%) effective with the first pay period ending in October, 2006; and by five percent (5%) effective with the first pay period ending in October, 2007; and by four percent (4%) effective with the first pay period ending in October, 2008; and changing the minimum and maximum of the pay ranges to ensure the City has an employee classification and compensation system which is fair and externally competitive, providing for a repealer, severability, effective date and codification.

Key Intended Outcome	Supported	ŀ
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Attract and maintain a quality workforce.

#### Issue:

Shall the City provide a classification and compensation system that is fair and externally competitive by amending the Classified Salary Ordinance to allow for the amendments?

## Item Summary/Recommendation:

By amending the Classified Salary Ordinance, the City will ensure that there is a classification and compensation system which is fair and externally competitive. The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading, public hearing for September 21, 2006.

# **Advisory Board Recommendation:**

N/A

### Financial Information:

Source of	1.00	Amount	Account	Approved
Funds:		1,301,490.32		
	2	1,149,649.78		
	3	965,705.82		
	4			
OBPI	Total	\$3,416,845.92		

# City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director

Chief of Staff

City Manager

Mayra D. Buttacavoli

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AGENDA ITEM RSJ DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP II, REPRESENTED BY THE FRATERNAL ORDER OF POLICE (FOP) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT: EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2006, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

## **BACKGROUND**

On May 23, 2006, the City and the FOP reached a tentative agreement to amend the current collective bargaining Agreement for the period October 1, 2006 through September 30, 2009. From July 12, 2006 through July 14, 2006, the FOP conducted a ratification vote, which approved the Cost of Living Adjustment (COLA) increases for the three (3) year collective bargaining agreement. The ratification vote was approved by 87% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

City Commission Memorandum September 6, 2006 FOP Salary Ordinance Page 2 of 2

The Financial impact of the agreement represents COLA of \$1,301,490.32 for the year 2006; \$1,149,649.78 for the year 2007; \$965,705.82 for the year 2008, for a total three-year COLA of \$3,416,845.92.

The following is a summary of the most significant issues regarding changes to wages in the Agreement.

## **WAGES**

No member of the Bargaining Unit who left the City prior to the date of ratification of the Agreement by the City and the FOP will be eligible for the wage increases under the Agreement.

Effective in the first pay period ending in October 2006, there will be an across the board COLA increase of six (6%), and the minimum and maximum of each pay range will also be increased by six percent (6%), for a fiscal impact of \$1,301,490.32.

Effective in the first pay period ending in October 2007, there will be an across the board COLA increase of five percent (5%), and the minimum and maximum of each pay range will also be increased by five percent (5%), for a fiscal impact of \$1,149,649.78.

Effective in the first pay period ending in October 2008, there will be an across the board COLA increase of four percent (4%), and the minimum and maximum of each pay range will also be increased by four percent (4%), for a fiscal impact of \$965,705.82.

The Agreement having been ratified, the City's classification and pay system will be implemented as part of the contract for all bargaining unit employees in FOP.

# **CONCLUSION**

The Administration recommends approving the COLA of 6%, 5% and 4% respectively for 2006, 2007, and 2008.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

**JMG|R||MDB|PKR** 

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ORDINANCE NO	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP II, REPRESENTED BY THE FRATERNAL ORDER OF POLICE (FOP) IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2006, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

**WHEREAS**, there is a need to change the salary ranges of classifications in order to ensure that the City has an employee classification and compensation system which is fair and externally competitive.

WHEREAS, on May 23, 2006, negotiators for the City and the Fraternal Order of Police (FOP), reached a tentative agreement to amend the current collective bargaining Agreement for the period from October 1, 2006 through September 30, 2009. From July 12, 2006 through July 14, 2006, the FOP conducted a ratification vote, which approved the COLA increases for the three-year (3) collective bargaining agreement. The ratification vote was approved by 87% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

WHEREAS, the City desires to implement the provisions of the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1**: The minimum and the maximum of the pay ranges will be changed to reflect an employee classification and compensation system which is fair and externally competitive, effective the first pay period ending in October 2006. The following lines of Section 1 of the Classified Salary Ordinance No. 789, providing for the Group II classifications, being those classifications covered by the FOP Bargaining unit, shall be amended as follows:

GROUP II FRATERNAL ORDER OF POLICE

# Salary Grades and Ranges

Shall be amended effective the first pay period ending in October 2006

JOB CLASSIFICATION	JOB CLASS	BI-WEEKLY MINIMUM	COMPENSATION MAXIMUM
DETENTION OFFICER	5305	<del>1337.34</del> <b>1417.58</b>	<del>1644.83</del> <b>1743.52</b>
LIEUTENANT OF POLICE	5009	<del>2791.11</del> <b>2958.58</b>	<del>3230.72</del> <b>3424.56</b>
POLICE OFFICER	5011	<del>1713.15</del> <b>1815.93</b>	<del>2411.28</del> <b>2555.96</b>
POLICE OFFICER TRAINEE	8001	1456.18 <b>1543.5</b> 5	$\frac{1627.49}{1725.14}$
SERGEANT OF POLICE	5010	<del>2530.67</del> <b>2682.51</b>	$\frac{2791.11}{2958.58}$

Shall be amended effective the first pay period ending in October 2007

JOB CLASSIFICATION	JOB CLASS	BI-WEEKLY	COMPENSATION MAXIMUM
DETENTION OFFICER	5305	1488.46	1830.70
LIEUTENANT OF POLICE	5009	3106.51	3595.79
POLICE OFFICER	5011	1906.73	2683.76
POLICE OFFICER TRAINEE	8001	1620.72	1811.40
SERGEANT OF POLICE	5010	2816.64	3106.51

Shall be amended effective the first pay period ending in October 2008

JOB CLASSIFICATION	JOB CLASS	BI-WEEKLY MINIMUM	COMPENSATION MAXIMUM
DETENTION OFFICER	5305	1548.00	1903.92
LIEUTENANT OF POLICE	5009	3230.77	3739.62
POLICE OFFICER	5011	1983.00	2791.11
POLICE OFFICER TRAINEE	8001	1685.55	1883.85
SERGEANT OF POLICE	5010	2929.30	3230.77

**SECTION 2**: Increasing the salary of each employee, by six percent (6%) effective the first pay period ending in October 2006; with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2007, there shall be a wage increase of five percent (5%); with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2008, there shall be a wage increase of four percent (4%); with no employee to exceed the maximum of the new range at any time.

# **SECTION 3: REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

# **SECTION 4: SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

# **SECTION 5: CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

# **SECTION 6: EFFECTIVE DATES.**

Section 1 will be effective upon approval by the Commission. Sections 2 and 3 will be effective retroactively, effective the first pay period ending in October 2006.

PASSED and ADOPTED this day	of , 2006.
	MAYOR
ATTEST:	
	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
CITY CLERK	
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# **Condensed Title:**

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group I, being those covered by the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554, by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, by amending the grade of the classification of Central Services Technician; the City will ensure that there is a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive, providing for a repealer, severability, effective date and codification.

Key Intended Outcome Supporte
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Attract and maintain a quality workforce.

#### Issue:

Shall the City provide appropriate titles and salary ranges for individuals performing specific duties and provide a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive by amending the Classified Salary Ordinance?

Item Summary/Recommendation:

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group I, being those covered by the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554, by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, amending the Classified Salary Ordinance and amending the grade of the classification of Central Services Technician.

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

# **Advisory Board Recommendation:**

#### Financial Information:

Source of		Amount Account	Approved
Funds:		\$605,985.41	
	2	\$535,287.11	
	3	\$449,641.17	
OBPI	Total	\$1,590,913.69	

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Chief of Staff	City Manager
Mayra D. Buttavavoli	R Inguanzo	O.m.
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP I. BEING THOSE CLASSIFICATIONS COVERED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL NO. 1554. IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008. THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2009, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY AMENDING THE GRADE OF THE CLASSIFICATION OF CENTRAL SERVICES TECHNICIAN; PROVIDING FOR A REPEALING ALL ORDINANCES IN CONFLICT: SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

# ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

#### **ANALYSIS**

On August 18, 2006, the City and the AFSCME reached a tentative agreement to amend the current collective bargaining Agreement for the period May 1, 2007 through April 30, 2010. On August 24, 2006, AFSCME conducted a ratification vote, which approved the Cost of Living Adjustment (COLA) increases for the three (3) year collective bargaining agreement. The ratification vote was approved by 75% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

City Commission Memorandum September 6, 2006 AFSCME Salary Ordinance Page 2 of 2

The Financial impact of the agreement represents a total COLA of \$605,985.41 for the year 2007; \$535,287.11 for the year 2008; \$449,641.17 for the year 2009 for a total three-year COLA of \$1,590,913.69.

The Administration needs to provide appropriate titles and salary ranges for individuals performing specific duties. Incumbents in these positions have been performing their functions using similar titles and grades, pending this approval. As a result, the following grade is being changed as included in this Ordinance amendment:

Central Services Technician (change from grade 5 to grade 7)

## **WAGES**

The following is a summary of the most significant issues regarding changes to wages in the Agreement.

No member of the Bargaining Unit who left the City prior to the date of ratification of the Agreement by the City and the AFSCME will be eligible for the wage increases under the Agreement.

Effective in the first pay period ending in May 2007, there will be an across the board COLA increase of six percent (6%), and the minimum and maximum of each pay range will also be increased by six percent (6%), for a fiscal impact of \$605,985.41.

Effective in the first pay period ending in May 2008, there will be an across the board COLA increase of five percent (5%), and the minimum and maximum of each pay range will also be increased by five percent (5%), for a fiscal impact of \$535,287.11.

Effective in the first pay period ending in May 2009, there will be an across the board COLA increase of four percent (4%), and the minimum and maximum of each pay range will also be increased by four percent (4%), for a fiscal impact of \$449,641.17.

The Agreement having been ratified, the City's classification and pay system will be implemented as part of the contract for all bargaining unit employees in AFSCME.

#### CONCLUSION

The Administration recommends approving the COLA of 6%, 5% and 4% respectively for each year beginning in 2007; and amending the Classified Salary Ordinance for classifications in Group I, being those classifications covered by AFSCME; the Ordinance amendment will ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

**JMG|R||MDB|PKR** 

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ORDINANCE NO.	
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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH. FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP I, BEING THOSE CLASSIFICATIONS COVERED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL NO. 1554, IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%): EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY 2009, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY AMENDING THE GRADE OF THE CLASSIFICATION OF CENTRAL SERVICES TECHNICIAN: REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING **FOR** SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

WHEREAS, there is a need to establish certain classifications and amend the grades of certain classifications in order to ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive; and

WHEREAS, on August 18, 2006, negotiators for the City and the American Federation of State, County and Municipal Employees, (AFSCME), Local 1554, reached a tentative agreement to amend the current collective bargaining Agreement for the period from May 1, 2007 through April 30, 2010. On August 24, 2006, the AFSCME conducted a ratification vote, which approved the COLA increases for the three-year (3) collective bargaining agreement. The ratification vote was approved by 75% of the employees who voted and are represented in classifications covered by the collective bargaining agreement; and

WHEREAS, the City desires to implement the provisions of the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1:** The minimum and the maximum of the pay ranges will be changed to reflect an employee classification and compensation system which is fair and externally competitive, effective the first pay period ending in May 2007. The following lines of Section 1 of the Classified Salary Ordinance No. 789, providing for the Group I classifications, being those classifications covered by the AFSCME Bargaining unit, shall be amended as follows:

# GROUP I AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

# A. Salary Grades and Ranges

Shall be amended effective the first pay period ending in May 2007

GRADE	MINIM	UM	MAXIMU	М
10	<del>37,079</del>	<u>39,305</u>	<del>59,887</del>	<u>63,480</u>
9	<del>34,125</del>	<u>36,172</u>	<del>55,115</del>	<u>58,422</u>
8	<del>31,405</del>	33,289	50,722	53,765
7	<del>28,901</del>	<u>30,635</u>	46,678	49,479
6	<del>26,598</del>	<u> 28,194</u>	42,958	<u>45,535</u>
5	<del>24,478</del>	<u>25,947</u>	39,533	41,905
4	<del>22,527</del>	23,879	36,383	38,566
3	<del>20,731</del>	21,974	33,483	35,492
2	<del>19,079</del>	20,224	30,814	32,663
1	<del>17,558</del>	<u>18,612</u>	28,357	<u>30,059</u>

Shall be amended effective the first pay period ending in May 2008

GRADE	MINIMUM	MAXIMUM
10	41,270	<u>66,654</u>
9	<u>37,981</u>	61,343
8	34,954	56,453
7	32,167	<u>51,953</u>
6	29,604	47,812
5	27,244	44,000
4	<b>25,073</b>	40,495
3	23,073	37,267
2	21,235	34,296
1	19,543	31,562

# Shall be amended effective the first pay period ending in May 2009

GRADE	MINIMUM	MAXIMUM
10	<u>42,921</u>	<u>69,320</u>
9	<u>39,500</u>	<u>63,797</u>
8	<u>36,352</u>	<u>58,712</u>
7	<u>33,453</u>	<u>54,031</u>
6	<u>30,788</u>	<u>49,725</u>
5	<u>28,334</u>	<u>45,760</u>
4	<u>26,076</u>	<u>42,114</u>
3	<u>23,996</u>	<u>38,757</u>
2	<u>22,084</u>	<u>35,668</u>
1	<u>20,324</u>	<u>32,825</u>

# **B.** Grades and Classifications

GRADE	CLASSIFICATION	UNION
10 10 10 10 10	BUILDING SUPERVISOR DIESEL GENERATOR MECHANIC FIRE EQUIPMENT MECHANIC MECHANIC III PEST CONTROL SUPERVISOR	AFSCME AFSCME AFSCME AFSCME AFSCME
9 9 9 9 9 9 9 9	HEAVY EQUIPMENT OPERATOR II IRRIGATION SYSTEMS SUPERVISOR MECHANIC II PARK SUPERVISOR PUMPING MECHANIC RECREATION PROGRAM SUPERVISOR SEWER SUPERVISOR STREET SUPERVISOR TREE MAINTENANCE SUPERVISOR WASTE DRIVER SUPERVISOR WATER SUPERVISOR	AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME
8 8 8 8	CONTROL ROOM OPERATOR HEAVY EQUIPMENT OPERATOR I SIGN MAKER STOREKEEPER II STREET LIGHTING TECHNICIAN II	AFSCME AFSCME AFSCME AFSCME
7 <del>7</del> 7	ASSISTANT PUMPING MECHANIC CENTRAL SERVICES TECHNICIAN FLEET SERVICE REPRESENTATIVE	AFSCME AFSCME AFSCME

7 7 7 7	MUNICIPAL SERVICE WORKER III SEWER PIPEFITTER STOREKEEPER I WATER METER TECHNICIAN II WATER PIPEFITTER	AFSCME AFSCME AFSCME AFSCME
6 6 6	FLEET SERVICE WRITER MECHANIC I STREET LIGHTING TECHNICIAN I	AFSCME AFSCME AFSCME
5 5 5 5 5 5	CENTRAL SERVICES TECHNICIAN MUNICIPAL SERVICE WORKER II STORES CLERK TREE TRIMMER WASTE COLLECTOR WATER METER TECHNICIAN I	AFSCME AFSCME AFSCME AFSCME AFSCME AFSCME
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# **SECTION 2:**

Increasing the salary of each employee, by six percent (6%) effective the first pay period ending in May 2007; with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in May 2008, there shall be a wage increase of five percent (5%); with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in May 2009, there shall be a wage increase of four percent (4%); with no employee to exceed the maximum of the new range at any time.

# **SECTION 3: REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

# **SECTION 4: SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

# **SECTION 5: EFFECTIVE DATES.**

Section 1 will be effective upon approval by the Commission. Sections 2 and 3 will be effective the first pay period ending in May 2007.

# **SECTION 6: CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this day of	, 2006.
	MAYOR
ATTEST:	
CITY CLERK T:\AGENDA\2006\sep0606\Regular\cl sal ord afscme 09_06_06.doc	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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#### **Condensed Title:**

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group V, being those covered by the Government Supervisors Association in Florida, OPEIU Local 100, (GSAF) by six percent (6%) effective with the first pay period ending in October, 2006; and by five percent (5%) effective with the first pay period ending in October, 2007; and by four percent (4%); effective with the first pay period ending in October, 2008; and changing the minimum and maximum of the pay ranges. Further, by amending titles, and pay grades of classifications, to ensure the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive, providing for a repealer, severability, effective date and codification.

Attract and maintain a quality workforce.

#### Issue:

Shall the City provide appropriate titles and salary ranges for individuals performing specific duties and provide a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive by amending the Classified Salary Ordinance to allow for the amendments?

Item Summary/Recommendation:

By amending the Classified Salary Ordinance, and increasing the salary of each employee in Group V, being those covered by the Government Supervisors Association in Florida, OPEIU Local 100, (GSAF) by six percent (6%) effective with the first pay period ending in October, 2006; and by five percent (5%) effective with the first pay period ending in October, 2007; and by four percent (4%); effective with the first pay period ending in October, 2008; and changing the minimum and maximum of the pay ranges. Further, by amending the classification of the Metered Services Supervisor; the City will ensure that there is a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive. The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading, public hearing for September 21, 2006.

## Advisory Board Recommendation:

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1	\$177,979.72	A STATE OF THE STA	
	2	\$157,215.42		
	3	\$132,060.96		
OBPI	Total	\$467,256.10		

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

**FIRST READING** 

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP V. BEING THOSE CLASSIFICATIONS COVERED BY THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPIEU LOCAL 100, (GSAF), IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2006, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY AMENDING THE GRADE OF THE CLASSIFICATION OF METERED SERVICES SUPERVISOR REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

### **BACKGROUND**

On July 12, 2006, the City and the GSAF reached a tentative agreement to amend the current collective bargaining Agreement for the period October 1, 2006 through September 30, 2009. On August 15, 2006, the GSAF conducted a ratification vote, which approved the Cost of Living Adjustment (COLA) increases for the three (3) year collective bargaining agreement. The ratification vote was approved by 87% of the employees who voted and are represented in classifications covered by the collective bargaining agreement.

City Commission Memorandum June 7, 2006 GSAF Salary Ordinance Page 2 of 2

The Financial impact of the agreement represents a total COLA of \$177,979.72 for the year 2006; \$157,215.42 for the year 2007; \$132,060.96 for the year 2008 for a total three-year COLA of \$467,256.10.

The Administration needs to provide appropriate titles and salary ranges for individuals performing specific duties. Incumbents in these positions have been performing their functions using similar titles and grades, pending this approval. As a result, the following classification grade is being changed as included in this Ordinance amendment:

Metered Services Supervisor (change from grade 12 to grade 13)

## WAGES

The following is a summary of the most significant issues regarding changes to wages in the Agreement.

No member of the Bargaining Unit who left the City prior to the date of ratification of the Agreement by the City and the GSAF will be eligible for the wage increases under the Agreement.

Effective in the first pay period ending in October 2006, there will be an across the board COLA increase of six percent (6%), and the minimum and maximum of each pay range will also be increased by six percent (6%), for a Financial impact of \$177,979.72.

Effective in the first pay period ending in October 2007, there will be an across the board COLA increase of five percent (5%), and the minimum and maximum of each pay range will also be increased by five percent (5%) for a Financial impact of \$157,215.42.

Effective in the first pay period ending in October 2008, there will be an across the board COLA increase of four percent (4%), and the minimum and maximum of each pay range will also be increased by four percent (4%) for a Financial impact of \$132,060.96.

The Agreement having been ratified, the City's classification and pay system will be implemented as part of the contract for all bargaining unit employees in GSA.

#### CONCLUSION

The Administration recommends approving the COLA of 6%, 5% and 4% respectively for each year beginning in 2006; and amending the Classified Salary Ordinance for classifications in Group V, being those classifications covered by GSAF. The Ordinance amendment will ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

## **JMG|RI|MDB|PKR**

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<b>ORDINANCE</b>	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO.789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH. FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP V, BEING **CLASSIFICATIONS** COVERED BY THE GOVERNMENT THOSE SUPERVISORS ASSOCIATION OF FLORIDA, OPIEU LOCAL 100, (GSAF), IN ACCORDANCE WITH THE NEGOTIATED AGREEMENT; EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2006, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%): EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN OCTOBER 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY AMENDING THE **GRADE OF THE CLASSIFICATION OF METERED SERVICES SUPERVISOR:** REPEALING ALL ORDINANCES IN CONFLICT: PROVIDING **FOR** SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

WHEREAS, there is a need to change certain classifications, amend the grades of certain classifications, and change the salary ranges of classifications in order to ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive; and

WHEREAS, on July 12, 2006 negotiators for the City and the Government Supervisors Association of Florida, OPEIU Local 100, (GSA), reached a tentative agreement to amend the current collective bargaining Agreement for the period from October 1, 2006 through September 30, 2009. On August 15, 2006, the GSAF conducted a ratification vote, which approved the COLA increases for the three-year (3) collective bargaining agreement. The ratification vote was approved by 87% of the employees who voted and are represented in classifications covered by the collective bargaining agreement; and

WHEREAS, the City desires to implement the provisions of the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1**: The minimum and the maximum of the pay ranges will be changed to reflect an employee classification and compensation system which is fair and externally competitive, effective the first pay period ending in October 2006. The following lines of Section 1 of the Classified Salary Ordinance No. 789, providing for the Group V classifications, being those classifications covered by the GSA Bargaining unit, shall be amended as follows:

# GROUP V GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA (GSAF) - CLASS AND PAY GRADES, SALARIES, AND CLASSIFICATIONS

# A. Salary Grades and Ranges

Shall be amended effective the first pay period ending in October 2006

GRADE		MINIMUM		MAXIMUM
15	<del>54,280</del>	<u>57,537</u>	<del>87,672</del>	<u>92,932</u>
14	4 <del>9,957</del>	<u>52,954</u>	<del>80,684</del>	<u>85,525</u>
13	4 <del>5,976</del>	48,734	<del>74,254</del>	<u>78,709</u>
12	<del>42,310</del>	44,849	<del>68,334</del>	72,434
11	<del>38,937</del>	41,273	<del>62,887</del>	66,660
10	<del>35,833</del>	37,983	<del>57,874</del>	61,347
9	<del>32,978</del>	34,957	<del>53,263</del>	56,459
8	<del>30,349</del>	32,170	<del>49,017</del>	51,958
7	<del>27,930</del>	<b>29,606</b>	<del>45,110</del>	47,816
6	<del>25,704</del>	27,246	4 <del>1,515</del>	39,165

Shall be amended effective the first pay period ending in October 2007

GRADE	MINIMUM	MAXIMUM
15	<u>64,039</u>	<u>97,579</u>
14	<u>55,602</u>	89,801
13	<u>51,171</u>	<u>82,644</u>
12	<u>47,092</u>	<u>76,055</u>
11	<u>43,337</u>	<u>69,993</u>
10	<u>39,883</u>	<u>64,414</u>
9	<u>36,704</u>	<u>59,282</u>
8	<u>33,779</u>	<u>54,556</u>
7	<u>31,086</u>	<u>50,207</u>
6	<u>28,608</u>	<u>41,123</u>

# Shall be amended effective the first pay period ending in October 2008

GRADE	MINIMUM	MUMIXAM
15	<u>66,600</u>	<u>101,482</u>
14	<u>57,826</u>	<u>93,394</u>
13	<u>53,218</u>	<u>85,950</u>
12	<u>48,975</u>	<u>79,098</u>
11	<u>45,071</u>	<u>72,793</u>
10	<u>41,478</u>	<u>66,990</u>
9	<u>38,173</u>	<u>61,654</u>
8	<u>35,130</u>	<u>56,738</u>
7	<u>32,330</u>	<u>52,215</u>
6	<u> 29,753</u>	<u>42,768</u>

# **B. Grades and Classifications**

GRADE	CLASSIFICATION	UNION
15 15	BEACH PATROL OPERATIONS SUPERVISOR CITY SURVEYOR	GSA GSA
14 14 14 14 14	AIR CONDITIONING SUPERVISOR CRIME SCENE SUPERVISOR ELECTRICIAN SUPERVISOR PLUMBING SUPERVISOR SENIOR BUILDING INSPECTOR SENIOR ENGINEERING INSPECTOR	GSA GSA GSA GSA GSA GSA
13 13 13 13 <b>13</b> 13	COMMUNICATIONS SUPERVISOR FLEET OPERATIONS SUPERVISOR PROPERTY MGMT OPERATIONS SUPERVISOR PUMPING OPERATIONS SUPERVISOR METERED SERVICES SUPERVISOR SEWER FIELD OPERATIONS SUPERVISOR WATER FIELD OPERATIONS SUPERVISOR	GSA GSA GSA GSA GSA GSA
12 12 12	CENTRAL SERVICES SUPERVISOR ELECTRONICS/INSTRUMENT SUPERVISOR MAINTENANCE SUPERVISOR	GSA GSA
12 12 12 12 12	METERED SERVICES SUPERVISOR PARK OPERATIONS SUPERVISOR PARKING OPERATIONS SUPERVISOR SANITATION OPERATIONS SUPERVISOR STREET LIGHTING OPERATIONS SUPERVISOR	GSA GSA GSA GSA GSA

12	STREETS OPERATIONS SUPERVISOR	GSA
12	WAREHOUSE SUPERVISOR	GSA
11 11 11	BACKFLOW COORDINATOR LEAD MECHANIC PAINT SUPERVISOR RECREATION SUPERVISOR I	GSA GSA GSA GSA
10	911 COMMUNICATIONS RECORDS CUSTODIAN	GSA
10	CARPENTER SUPERVISOR	GSA
10	PARKING FACILITIES SUPERVISOR	GSA
09	SERVICE SUPERVISOR	GSA
09	WATER SERVICE REPRESENTATIVE	GSA
06	TENNIS CENTER SUPERVISOR	GSA

# **SECTION 2**:

Increasing the salary of each employee, by six percent (6%) effective the first pay period ending in October 2006; with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2007, there shall be a wage increase of five percent (5%); with no employee to exceed the maximum of the new range at any time. Effective with the first pay period ending in October 2008, there shall be a wage increase of four percent (4%); with no employee to exceed the maximum of the new range at any time.

## **SECTION 3: REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

## **SECTION 4: SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

# **SECTION 5: CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

# **SECTION 6: EFFECTIVE DATES.**

Section 1 will be effective upon approval by the Commission. Sections 2 and 3 will be effective retroactively, effective the first pay period ending in October 2006.

PASSED and ADOPTED this	day of	, 2006
•		
		MAYOR
ATTEST:		
		APPROVED AS TO
CITY CLERK T:\AGENDA\2006\sep0606\Regular\cl sal ord gsa 09_06_06.doc		FORM & LANGUAGE & FOR EXECUTION

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#### **Condensed Title:**

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group VI, being all "Other" classifications in the classified service not covered by a bargaining unit, by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, by establishing the classification of Customer Service Representative; the City will ensure that there is a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive, providing for a repealer, severability, effective date and codification.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

#### Issue:

Shall the City provide a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive by amending the Classified Salary Ordinance to allow for the amendments?

Item Summary/Recommendation:

An Ordinance amending Classified Salary Ordinance No. 789 for Classified employees, by increasing the salary of each employee in Group VI, being all other classifications in the classified service not covered by a bargaining unit, by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, by establishing the classification of Customer Service Representative.

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

# Advisory Board Recommendation:

Financial Information:

Source of		Amount	Account	Approved
Funds:	1	\$126,548.55		
	2	\$111,784.55		
	3	\$93,899.02		
OBPI	Total	\$332,232.12		

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, PROVIDING FOR THE CLASSIFICATIONS IN GROUP VI, BEING ALL OTHER CLASSIFICATIONS IN THE CLASSIFIED SERVICE NOT COVERED BY A BARGAINING UNIT; PROVIDING FOR COST-OF-LIVING ADJUSMENTS (COLA) EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY 2009, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY ESTABLISHING THE CLASSIFICATION OF CUSTOMER SERVICE REPRESENTATIVE, AND REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

### **ANALYSIS**

This amendment will increase the salary of each employee and the minimum and maximum of the salary ranges for all "Others" employees (classified employees not covered by a bargaining unit. Effective in the first pay period ending in May 2007; there will be an across the board Cost of Living Adjustment (COLA) increase of six percent (6%), and increase the minimum and maximum of the salary ranges by six percent (6%); effective in the first pay period ending in May 2008, there will be an across the board COLA increase of five percent (5%) and increase the minimum and maximum of the salary ranges by five percent (5%); effective in the first pay period ending in May 2009, there will be an across the board COLA increase of four percent (4%) and increase the minimum and maximum of the salary ranges by four percent (4%).

City Commission Memorandum September 6, 2006 OTHERS Salary Ordinance Page 2 of 2

These COLAs are consistent with those negotiated for the classified employees covered by the Fraternal Order of Police (FOP); The Government Supervisors Association of Florida, OPIEU Local 100 (GSAF) and the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554.

This increase will also provide additional incentives and competitiveness to attract and retain new and existing employees in these classifications. The fiscal impact represents COLAs of \$126,548.55 for the year 2007; \$111,784.55 for the year 2008; \$93,899.02 for the year 2009; a total fiscal impact for the three-year COLA of \$332,232.12.

In addition, the Administration needs to provide appropriate titles and salary ranges for individuals performing specific duties. Incumbents in these positions have been performing their functions using similar titles and grades, pending this approval. As a result, the following classification is being established:

 Customer Service Representative, a classification in group VI, being "Other" classifications in the Classified Service not covered by a bargaining Unit.

### CONCLUSION

The Administration recommends approving the COLA of 6%, 5% and 4% respectively for each year beginning in 2007; and amending the Classified Salary Ordinance for classifications in Group VI, being those classification not covered by a bargaining unit. The Ordinance amendment will ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

JMG|RI|MDB|PKR

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ORDINA	NCE NO	).	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE **EMPLOYEES** ORDINANCE. CLASSIFIED SALARY FOR GROUP VI. BEING ALL CLASSIFICATIONS IN CLASSIFICATIONS IN THE CLASSIFIED SERVICE NOT COVERED BY A BARGAINING UNIT: PROVIDING FOR COST-OF-LIVING ADJUSTMENTS (COLA) FOR ALL EMPLOYEES IN GROUP VI, "OTHERS", EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY 2009. THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY ESTABLISHING THE CLASSIFICATION OF CUSTOMER SERVICE REPRESENTATIVE. AND PROVIDING FOR A REPEALER, SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

**WHEREAS**, there is a need to establish certain classifications and change the salary ranges of classifications in order to ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive.

# NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1:** The minimum and the maximum of the pay ranges will be changed to reflect an employee classification and compensation system which is fair and externally competitive, effective the first pay period ending in May 2007. The following lines of Section 1 of the Classified Salary Ordinance No. 789, providing for the Group VI classifications "OTHERS", being those classifications not covered by a Bargaining unit, shall be amended as follows:

### **GROUP VI OTHERS**

### CLASS AND PAY GRADES, SALARIES, AND CLASSIFICATIONS

### A. Salary Grades and Ranges

Shall be amended effective the first payroll period ending in May 2007

GRADE	MIN	IMUM	MAX	MUM
14	<del>51,694</del>	<u>54,796</u>	<del>83,490</del>	<u>88,499</u>
13	4 <del>7,574</del>	<u>50,428</u>	<del>76,836</del>	81,446
12	<del>43,781</del>	<u>46,408</u>	<del>70,710</del>	<u>74,953</u>
11	40,291	<u>42,709</u>	<del>65,074</del>	<u>68,979</u>
10	<del>37,080</del>	<u>39,305</u>	<del>59,887</del>	<u>63,480</u>
9	<del>34,125</del>	<u>36,172</u>	<del>55,115</del>	<u>58,422</u>
8	<del>31,405</del>	<u>33,289</u>	<del>50,722</del>	<u>53,765</u>
7	<del>28,901</del>	<u>30,635</u>	<del>46,678</del>	<u>49,479</u>
6	<del>26,598</del>	<u>28,194</u>	<del>42,958</del>	<u>45,535</u>
5	<del>24,478</del>	<u>25,947</u>	<del>39,533</del>	<u>41,905</u>
4	<del>22,527</del>	<u>23,879</u>	<del>36,383</del>	<u>38,566</u>
3	<del>20,731</del>	<u>21,974</u>	<del>33,483</del>	<u>35,492</u>
2	<del>19,079</del>	<u>20,224</u>	<del>30,814</del>	<u>32,663</u>

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## Shall be amended effective the first payroll period ending in May 2009

GRADE	MINIMUM	MAXIMUM
14	<u>59,837</u>	<u>96,641</u>
13	<u>55,068</u>	<u>88,940</u>
12	<u>50,678</u>	<u>81,848</u>
11	<u>46,638</u>	<u>75,325</u>
10	<u>42,921</u>	<u>69,320</u>
9	<u>39,500</u>	<u>63,797</u>
8	<u>36,352</u>	<u>58,712</u>
7	<u>33,453</u>	<u>54,031</u>
6	<u>30,788</u>	<u>49,725</u>
5	<u>28,334</u>	<u>45,760</u>
4	<u>26,076</u>	<u>42,114</u>
3	<u>23,996</u>	<u>38,757</u>
2	<u>22,084</u>	<u>35,668</u>

### **B. Grades and Classifications**

GRADE	CLASSIFICATION	UNION
14 14 14 14 14	EMPLOYEE BENEFITS SPECIALIST SENIOR ELECTRICAL INSPECTOR SENIOR ELEVATOR INSPECTOR SENIOR MECHANICAL INSPECTOR SENIOR PLUMBING INSPECTOR	OTHER CLASSIFIED OTHER CLASSIFIED OTHER CLASSIFIED OTHER CLASSIFIED OTHER CLASSIFIED
12 12	COMPUTER OPERATOR FIREARMS SPECIALIST	OTHER CLASSIFIED OTHER CLASSIFIED
11	HUMAN RESOURCES TECHNICIAN III	OTHER CLASSIFIED
10	HUMAN RESOURCES TECHNICIAN II	OTHER CLASSIFIED
9 9	ICE RINK TECHNICIAN HUMAN RESOURCES TECHNICIAN I	OTHER CLASSIFIED OTHER CLASSIFIED
8 8	BUILDING SERVICES TECHNICIAN ADMINISTRATIVE AIDE II/RISK MANAGEMENT	OTHER CLASSIFIED OTHER CLASSIFIED
6 <u><b>6</b></u>	RECREATION LEADER II CUSTOMER SERVICE REPRESENTATIVE	OTHER CLASSIFIED OTHER CLASSIFIED
5	OFFICE ASSOCIATE II (HR & IT)	OTHER CLASSIFIED

4 RECREATION LEADER I OTHER CLASSIFIED
3 CONCESSION ATTENDANT OTHER CLASSIFIED
2 SCHOOL GUARD OTHER CLASSIFIED

### **SECTION 2: REPEALER.**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

### **SECTION 3: SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

### **SECTION 4: EFFECTIVE DATES.**

This Ordinance Amendment shall become effective the first payroll periods ending in May 2007, May 2008, and May 2009, respectively.

### **SECTION 5: CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this day of	, 2006.
	MAYOR
ATTEST:	
CITY CLERK  T:\AGENDA\2006\sep0606\Regular\cl sal ord others 09_06_06.doc	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
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#### **Condensed Title:**

An Ordinance amending Unclassified Salary Ordinance No. 1605 for Unclassified employees, by increasing the salary of each employee by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, establishing classifications, amending titles and amending pay grades of classifications to ensure the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive, providing for a repealer, severability, effective date and codification.

**Key Intended Outcome Supported:** 

Attract and maintain a quality workforce.

#### Issue:

Shall the City provide appropriate titles and salary ranges for individuals performing specific duties and provide a classification and compensation system which is representative of the functions performed in the City, fair and externally competitive by amending the Unclassified Salary Ordinance to allow for the amendments?

Item Summary/Recommendation:

An Ordinance amending Unclassified Salary Ordinance No. 1605, by increasing the salary of each employee by six percent (6%) effective with the first pay period ending in May 2007; and by five percent (5%) effective with the first pay period ending in May 2008; and by four percent (4%); effective with the first pay period ending in May 2009; and changing the minimum and maximum of the pay ranges. Further, by establishing the classifications of Administrative Manager, Assistant Ice Rink Manager, Building Permitting Information Analyst I, Building Permitting Information Analyst II, Building Records Manager, Contracts Compliance Specialist, Development Review Services Coordinator, Geographic Information System Manager and Storage Area Network Architect; amending the title and grade of the classification of Streets & Lighting Superintendent and grades of classifications of Assistant Building Director, Tourism & Convention Director and Property Management Contracts Coordinator. The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading, public hearing for September 21, 2006.

#### Advisory Board Recommendation:

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1	\$1,808,236.43		
	2	\$1,597,275.52	-	
	3	\$1,341,711.43		
ОВРІ	Total	\$4,747,223.38		

City Clerk's Office Legislative Tracking:

Sign-Offs:		
/ Department Director	Chief of Staff	City Manager
Austin Tignes for 7. Mayra D. Buttacayoli	mayamo	0
Mayra D. Buttacayoli		Jon C
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 1605, THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; PROVIDING FOR COST-OF-LIVING ADJUSMENTS (COLA) FOR ALL UNCLASSIFIED EMPLOYEES, EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY OF 2007, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY 2009, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY ESTABLISHING THE CLASSIFICATIONS OF ADMINISTRATIVE MANAGER, ASSISTANT ICE RINK MANAGER, BUILDING PERMITTING INFORMATION ANALYST I, BUILDING PERMITTING INFORMATION ANALYST II, BUILDING RECORDS MANAGER, CONTRACTS COMPLIANCE SPECIALIST, DEVELOPMENT REVIEW SERVICES COORDINATOR, GEOGRAPHIC INFORMATION SYSTEM MANAGER AND STORAGE AREA NETWORK ARCHITECT; AMENDING THE TITLE AND GRADE OF THE CLASSIFICATION OF STREETS & LIGHTING SUPERINTENDENT AND GRADES OF CLASSIFICATIONS OF ASSISTANT BUILDING DIRECTOR, TOURISM & CONVENTION DIRECTOR AND PROPERTY MANAGEMENT CONTRACTS REPEALING ALL ORDINANCES IN CONFLICT: **COORDINATOR:** PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND CODIFICATION.

### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

City Commission Memorandum September 6, 2006 UNCLASSIFIED Salary Ordinance Page 2 of 3

#### **ANALYSIS**

This amendment will increase the salary of each employee and the minimum and maximum of the salary ranges for all Unclassified employees. Effective in the first pay period ending in May 2007; there will be an across the board Cost of Living Adjustment (COLA) increase of six percent (6%), and increase the minimum and maximum of the salary ranges by six percent (6%); effective in the first pay period ending in May 2008, there will be an across the board COLA increase of five percent (5%); and increase the minimum and maximum of the salary ranges by five percent (5%); effective in the first pay period ending in May 2009, there will be an across the board COLA increase of four percent (4%) and increase the minimum and maximum of the salary ranges by four percent (4%).

These COLAs are consistent with those negotiated for the classified employees covered by the Fraternal Order of Police (FOP); The Government Supervisors Association of Florida, OPIEU Local 100 (GSAF) and the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554.

This increase will also provide additional incentives and competitiveness to attract and retain new and existing employees in these classifications. The fiscal impact represents COLAs of \$1,808,236.43 for the year 2007; \$1,597,275.52 for the year 2008; \$1,341,711.43 for the year 2009, for a total three-year COLA of \$4,747,223.38.

In addition, the Administration needs to provide appropriate titles and salary ranges for individuals performing specific duties. Incumbents in these positions have been performing their functions using similar titles and grades, pending this approval. As a result, classifications need to be established and amended.

The following classifications are being established:

- 1. Administrative Manager (grade 14)
- 2. Assistant Ice Rink Manager (grade 10)
- 3. Building Permitting Information Analyst I (grade 12)
- 4. Building Permitting Information Analyst II (grade 15)
- 5. Building Records Manager (grade 14)
- 6. Contracts Compliance Specialist (grade 15)
- 7. Development Review Services Coordinator (grade 15)
- 8. Geographic Information System Manager (grade 17)
- 9. Storage Area Network Architect (grade 16)

The following classifications are being amended:

- 1. Streets & Lighting Superintendent to Streets, Lighting & Stormwater Superintendent; from grade 16 to grade 17
- 2. Assistant Building Director from grade 19 to grade 20
- 3. Tourism & Convention Director from grade 15 to grade 16
- 4. Property Management Contracts Coordinator from grade 12 to grade 14

City Commission Memorandum September 6, 2006 UNCLASSIFIED Salary Ordinance Page 3 of 3

#### CONCLUSION

The Administration recommends approving the COLA of 6%, 5% and 4% respectively for each year beginning in 2007. By establishing nine (9) new classifications and amending the title and grade of the classification of Streets & Lighting Superintendent and grades of Assistant Building Director, Tourism & Convention Director and Property Management Contracts Coordinator, the Ordinance amendment will ensure that the City has an employee classification and compensation system which is fair and representative of the functions performed in the City.

Based on the foregoing, the Administration recommends that the City Commission approve the proposed Ordinance on first reading and set a second reading and public hearing for September 21, 2006.

JMG|RI|MDB|PKR

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AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 1605, THE UNCLASSIFIED EMPLOYEES SALARY ORDINANCE; PROVIDING FOR COST-OF-LIVING ADJUSTMENTS (COLA) FOR ALL **UNCLASSIFIED** EMPLOYEES, EFFECTIVE IN THE FIRST PAY PERIOD **ENDING IN MAY OF 2007. THERE SHALL BE AN ACROSS** THE BOARD WAGE INCREASE OF SIX PERCENT (6%), AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY SIX PERCENT (6%); EFFECTIVE WITH THE FIRST PAY PERIOD ENDING IN MAY OF 2008, THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FIVE PERCENT (5%), AND THE MINIMUM AND THE MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FIVE PERCENT (5%); EFFECTIVE IN THE FIRST PAY PERIOD ENDING IN MAY 2009. THERE SHALL BE AN ACROSS THE BOARD WAGE INCREASE OF FOUR PERCENT (4%). AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY FOUR PERCENT (4%); FURTHER, BY ESTABLISHING THE CLASSIFICATIONS OF ADMINISTRATIVE MANAGER, ICE RINK **ASSISTANT** MANAGER. BUILDING PERMITTING INFORMATION ANALYST I, BUILDING PERMITTING INFORMATION ANALYST II. BUILDING MANAGER. RECORDS CONTRACTS COMPLIANCE SPECIALIST. DEVELOPMENT REVIEW **SERVICES** COORDINATOR, GEOGRAPHIC INFORMATION SYSTEM MANAGER AND STORAGE AREA NETWORK ARCHITECT: AMENDING THE TITLE AND GRADE OF THE CLASSIFICATION OF **STREETS** & LIGHTING SUPERINTENDENT AND OF GRADES THE CLASSIFICATIONS OF ASSISTANT BUILDING DIRECTOR. TOURISM & CONVENTION DIRECTOR AND PROPERTY MANAGEMENT CONTRACTS COORDINATOR: FOR A REPEALER. SEVERABILITY, EFFECTIVE DATE, AND CODIFICATION.

WHEREAS, there is a need to establish certain classifications and amend the titles and grades of certain classifications, and change the salary range of certain classifications in order to ensure that the City has an employee classification and compensation system which is representative of the functions performed in the City, fair and externally competitive.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1:** The minimum and the maximum of the pay ranges will be changed to reflect an employee classification and compensation system which is fair and externally competitive, effective the first pay period ending in May 2007. The following lines of Section 1 of the Unclassified Salary Ordinance No. 1605, shall be amended as follows:

### CLASS AND PAY GRADES, SALARIES AND CLASSIFICATIONS

### A. Salary Grades and Ranges

GRADE	MII	NIMUM	M	AXIMUM
26	Determined b	by City Commission	Determined	by City Commission
25	<del>128,971</del>	<u>136,709</u>	<del>208,187</del>	<u>220,679</u>
24	<del>118,625</del>	<u>125,743</u>	<del>191,593</del>	<u>203,089</u>
23	<del>109,171</del>	<u>115,721</u>	<del>176,321</del>	<u> 186,900</u>
22	<del>100,470</del>	<u>106,498</u>	<del>162,268</del>	<u>172,004</u>
21	<del>92,461</del>	98,009	<del>149,335</del>	<u>158,295</u>
20	<del>85,092</del>	<u>90,197</u>	<del>137,431</del>	<u>145,676</u>
19	<del>78,309</del>	<u>83,008</u>	<del>126,475</del>	<u>134,063</u>
18	<del>72,067</del>	<u>76,391</u>	<del>116,396</del>	<u>123,380</u>
17	<del>66,322</del>	<u>70,301</u>	<del>107,118</del>	<u>113,545</u>
16	<del>60,784</del>	<u>64,431</u>	<del>98,579</del>	<u>104,494</u>
15	<del>56,167</del>	<u>59,537</u>	<del>90,720</del>	<u>96,164</u>
14	<del>51,694</del>	<u>54,796</u>	<del>83,490</del>	<u>88,499</u>
13	4 <del>7,574</del>	<u>50,428</u>	<del>76,836</del>	<u>81,446</u>
12	<del>43,781</del>	<u>46,408</u>	<del>70,710</del>	<u>74,953</u>
11	<del>40,291</del>	<u>42,709</u>	<del>65,074</del>	<u>68,979</u>
10	<del>37,080</del>	<u>39,305</u>	<del>59,887</del>	<u>63,480</u>
9	<del>34,125</del>	<u>36,172</u>	<del>55,115</del>	<u>58,422</u>
8	<del>31,405</del>	<u>33,289</u>	<del>50,722</del>	<u>53,765</u>
7	<del>28,901</del>	<u>30,635</u>	<del>46,678</del>	<u>49,479</u>
6	<del>26,598</del>	<u>28,194</u>	4 <del>2,958</del>	<u>45,535</u>
5	<del>24,478</del>	<u>25,947</u>	<del>39,533</del>	<u>41,905</u>
4	<del>22,527</del>	<u>23,879</u>	<del>36,383</del>	<u>38,566</u>
3	<del>20,731</del>	<u>21,974</u>	<del>33,483</del>	<u>35,492</u>
2	<del>19,079</del>	<u>20,224</u>	<del>30,814</del>	<u>32,663</u>
1	<del>17,558</del>	<u>18,612</u>	<del>28,357</del>	<u>30,059</u>

GRADE	MINIMUM	MAXIMUM
26	Determined by City Commission	Determined by City Commission
25	143,545	<u>231,713</u>
24	<u>132,030</u>	213,244
23	121,507	196,245
22	<u>111,823</u>	180,604
21	<u>102,909</u>	<u>166,210</u>
20	<u>94,707</u>	<u>152,960</u>
19	<u>87,158</u>	<u>140,767</u>
18	<u>80,210</u>	<u>129,549</u>
17	<u>73,816</u>	<u>119,222</u>
16	<u>67,653</u>	<u>109,719</u>
15	<u>62,514</u>	<u>100,972</u>
14	<u>57,536</u>	<u>92,924</u>
13	<u>52,950</u>	<u>85,519</u>
12	<u>48,729</u>	<u>78,700</u>
. 11	<u>44,844</u>	<u>72,427</u>
10	<u>41,270</u>	<u>66,654</u>
9	<u>37,981</u>	<u>61,343</u>
8	<u>34,954</u>	<u>56,453</u>
7	<u>32,167</u>	<u>51,953</u>
6	<u>29,604</u>	<u>47,812</u>
5	<u>27,244</u>	<u>44,000</u>
4	<u>25,073</u>	<u>40,495</u>
3	<u>23,073</u>	<u>37,267</u>
2	<u>21,235</u>	<u>34,296</u>
1	<u>19,542</u>	<u>31,562</u>

GRADE	MINIMUM	MAXIMUM
26	Determined by City Commission	Determined by City Commission
25	<u>149,287</u>	<u>240,981</u>
24	<u>137,311</u>	<u>221,773</u>
23	<u>126,368</u>	<u>204,095</u>
22	<u>116,296</u>	<u>187,828</u>
21	<u>107,026</u>	<u>172,858</u>
20	<u>98,495</u>	<u>159,079</u>
19	<u>90,645</u>	<u>146,397</u>
18	<u>83,419</u>	<u>134,731</u>
17	<u>76,769</u>	<u>123,991</u>
16	<u>70,359</u>	<u>114,108</u>
15	<u>65,015</u>	<u>105,011</u>
14	<u>59,837</u>	<u>96,641</u>
13	<u>55,068</u>	<u>88,940</u>
12	<u>50,678</u>	<u>81,848</u>
11	<u>46,638</u>	<u>75,325</u>
10	<u>42,921</u>	<u>69,320</u>
9	<u>39,500</u>	<u>63,797</u>
8	<u>36,352</u>	<u>58,712</u>
7	<u>33,453</u>	<u>54,031</u>
6	<u>30,788</u>	<u>49,725</u>
5	<u>28,334</u>	<u>45,760</u>
4	<u>26,076</u>	<u>42,114</u>
3	<u>23,996</u>	<u>38,757</u>
2	<u>22,084</u>	<u>35,668</u>
1	<u>20,324</u>	<u>32,824</u>

### **B. Grades and Classifications**

GRADE	CLASSIFICATION	UNION
26 26	City Attorney City Manager	Unclassified Unclassified
25	Deputy City Manager	Unclassified
24 24 24	Assistant City Manager Chief Deputy City Attorney Chief Financial Officer	Unclassified Unclassified Unclassified
23 23 23	Deputy City Attorney Fire Chief Police Chief	Unclassified Unclassified Unclassified
22 22	Executive Assistant to the City Manager Public Works Director	Unclassified Unclassified
21 21 21 21 21 21 21 21 21 21 21 21	Assistant Chief of Police Assistant Fire Chief Building Director Capital Improvement Projects Director City Clerk First Assistant City Attorney General Services Director Human Resources Director Budget & Performance Improvement Director Neighborhood Services Director Parking Director Planning Director Parks & Recreation Director	Unclassified
20 20 20 20 20 20 20 20	Assistant Director – Building Assistant Director – Finance Community / Economic Development Director Cultural Affairs & Tourism Development Director Fire Division Chief Fire Marshall Information Technology Division Director Police Division Major	Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified

19 19 19 19 19 19 19 19 19 19 19 19 19 1	Assistant Director - Building Assistant Director - CIP Assistant Director - Community / Economic Development Assistant Director - Public Works Bass Museum Director Ocean Rescue Division Chief Budget Officer Chief of Staff City Engineer Code Compliance Director Community Information Manager Executive Assistant to the Chief Fleet Management Division Director Internal Auditor Labor Relations Director Police Captain Police Commander Procurement Division Director Property Management Division Director Public Information Coordinator Sanitation Director Senior Assistant City Attorney Special Assistant to the City Manager Transportation and Concurrency Manager	Unclassified
18 18 18 18 18 18 18 18 18 18 18 18 18 1	Affirmative Action Officer Application Systems Manager Assistant Director - Neighborhood Services Assistant Director - Parking Assistant Director - Parks Assistant Director - Planning Assistant Director - Recreation Assistant Director- Tourism and Cultural Development Chief Accountant Expenditure / Treasury Manager Finance Manager Human Resources Administrator II Labor Relations Division Director Redevelopment Coordinator Revenue Manager Senior Capital Projects Coordinator Systems Support Manager Technical Services Manager Utilities Superintendent	Unclassified

17	Account Manager - Finance	Unclassified
17	Arts, Culture & Entertainment Director	Unclassified
17	Assets Manager	Unclassified
17	Assistant Director - Code Compliance	Unclassified
17	Assistant Division Director - Property Management	Unclassified
17	Assistant For Labor Relations	Unclassified
17	Assistant to the Neighborhood Services Director	Unclassified
17	Assistant Internal Auditor	Unclassified
17	Call Center / Customer Service Manager	Unclassified
17	Capital Improvement Administrator - Finance	Unclassified
17	Capital Projects Coordinator	Unclassified
17	Chief Accessibility Inspector	Unclassified
17	Chief Structural Plans Examiner	Unclassified
17	Code Compliance Division Director	Unclassified
17	Community Development and Housing Division Director	Unclassified
17	Construction Management Division Director	Unclassified
17	Cultural Affairs Program Manager	Unclassified
17	Economic Development Division Director	Unclassified
17	Emergency Management Coordinator	Unclassified
17	Employment Supervisor	Unclassified
<u>17</u>	Geographic Information System Manager	<u>Unclassified</u>
<del>17</del>	Grants Manager	Unclassified
17	Historic Preservation Coordinator	Unclassified
17	Housing Manager	Unclassified
17	Manager – Finance	Unclassified
17	Neighborhood Services Projects Administrator	Unclassified
17	Office of Community Services Division Director	Unclassified
17	Organizational Development & Training Coordinator	Unclassified
17	Planning & Zoning Manager	Unclassified
17	Preservation & Design Manager	Unclassified
17	Risk Manager	Unclassified
17	Service Delivery Manager	Unclassified
17	Special Projects Coordinator	Unclassified
17 17	Streets, Lighting & Stormwater Superintendent	<u>Unclassified</u>
17	Transportation Manager	Unclassified
16	Assistant Director - Procurement Division	Unclassified
16	Assistant Director - Sanitation	Unclassified
16	Assistant City Attorney II	Unclassified
16	Assistant City Clerk	Unclassified
16	Capital Improvement Administrator	Unclassified
16	Capital Projects Administrator	Unclassified
16	Chief Building Code Compliance Officer	Unclassified
16	Chief Building Inspector	Unclassified
16	Chief Electrical Inspector	Unclassified
16	Chief Elevator Inspector	Unclassified

16	Chief Engineering Inspector	į,	Unclassified
16	Chief Fire Protection Analyst	Į	Unclassified
16	Chief Mechanical Inspector		Unclassified
16	Chief Plumbing Inspector		Unclassified
			Unclassified
16	Civil Engineer III		Unclassified
16	Claims Coordinator		Unclassified
16	Community Development Coordinator		
16	Community Information Coordinator		Unclassified
16	Community Resources Coordinator		Unclassified
16	Database Administrator		Unclassified
16	Employee Benefits Coordinator		Unclassified
16	EMS Coordinator		Unclassified
16	Environmental Resources Manager		Unclassified
16	Film & Event Production Manager		Unclassified
16	Financial Analyst III	l	Unclassified
16	Human Resources Administrator I	l	Unclassified
16	Implementation Services Manager	I	Unclassified
16	Landscape Projects Coordinator	· · · · · · · · · · · · · · · · · · ·	Unclassified
16	Log Cabin Program Administrator	· ·	Unclassified
16	Mayor / Commissioner Aide	Į.	Unclassified
16	Office of Child Development Director	· ·	Unclassified
16	Organizational Development & Training S	Specialist 1	Unclassified
16	Park Facility Manager		Unclassified
16	Parks Superintendent	1	Unclassified
16	Police Plans & Policies Manager	I	Unclassified
16	Principal Planner		Unclassified
16	Project Planner/Designer		Unclassified
16	PSCU Administrator	4	Unclassified
16	Public Information Officer		Unclassified
16	Radio Systems Administrator		Unclassified
16	Real Estate Economist		Unclassified
16	Senior Auditor		Unclassified
16	Senior Management Analyst		Unclassified
16	Senior Management & Budget Analyst		Unclassified
16	Senior Management Consultant		Unclassified
16	Senior Network Administrator		Unclassified
16			Unclassified
	Senior Systems Administrator		
<u>16</u>	Storage Area Network Architect	-	Unclassified Unclassified
<del>16</del>	Streets & Lighting Superintendent		
<u>16</u>	Tourism & Convention Director		Unclassified
16	Traffic Engineer		Unclassified
16	Transportation Coordinator		Unclassified
16	Urban Forester		Unclassified
16	Utility Billing Supervisor		Unclassified
16	VOIP Network Administrator		Unclassified

15	Assistant Director - Bass Museum	Unclassified
	Building Permitting Information Analyst II	Unclassified
<b>15</b> 15	CDBG Projects Coordinator	Unclassified
15	Central Services Coordinator	Unclassified
15	Code Compliance Manager	Unclassified
15	Code Compliance Supervisor	Unclassified
	Contracts Compliance Specialist	Unclassified
15 15	Departmental ADA Coordinator	Unclassified
15	Development Coordinator	Unclassified
	Development Review Services Coordinator	Unclassified
15 15	Film & Print Coordinator	Unclassified
15	Financial Analyst II	Unclassified
15	Fire Protection Analyst	Unclassified
15	Grants Writer / Researcher	Unclassified
15	Information Technology Specialist III	Unclassified
15	Inspection Services Coordinator	Unclassified
15	Media Specialist	Unclassified
15	Network Administrator	Unclassified
15	Property / Evidence Supervisor	Unclassified
15	Redevelopment Specialist	Unclassified
15	Right-of-Way Manager	Unclassified
15	Safety Officer	Unclassified
15	Senior Planner	Unclassified
15	Senior Plans Designer	Unclassified
15	Senior Capital Projects Planner	Unclassified
15	Senior Systems Analyst	Unclassified
15	Senior Telecommunications Specialist	Unclassified
15	Special Events Coordinator	Unclassified
15	Structural Engineer	Unclassified
15	Systems Administrator	Unclassified
15 15	Tourism & Convention Director	Unclassified
+0	Tourism & Convention Director	Officiassified
<u>14</u>	Administrative Manager	<b>Unclassified</b>
<del>14</del>	Assistant City Attorney I	Unclassified
14	Building Records Manager	<b>Unclassified</b>
<del>14</del>	CDBG Program Analyst	Unclassified
14	Civil Engineer II	Unclassified
14	Communications Manager	Unclassified
14	Community Development Specialist	Unclassified
14	Construction Manager	Unclassified
14	Cultural Facilities Manager	Unclassified
14	Curator	Unclassified
14	Curator of Collections	Unclassified
14	Curator of Education	Unclassified
14	Entertainment Industry Liaison	Unclassified

14	Environmental Specialist	Unclassified
14	Geographic Information System Analyst	Unclassified
14	Housing Specialist	Unclassified
14	Information Technology Specialist II	Unclassified
14	Landscape Architect	Unclassified
	·	Unclassified
14	Legal Administrator	
14	Log Cabin Education Coordinator	Unclassified
14	Management Consultant	Unclassified
14	Parking Administration Manager	Unclassified
14	Parking Operations Manager	Unclassified
14	Police Records Manager	Unclassified
<u>14</u>	Property Management Contracts Coordinator	Unclassified
<del>14</del>	Records Manager	Unclassified
14	Recreation Supervisor II	Unclassified
14	Sanitation Superintendent	Unclassified
14	Senior Procurement Specialist	Unclassified
14	Systems Analyst	Unclassified
14	Telecommunications Specialist	Unclassified
14	Social Worker	Unclassified
14	Transportation Engineer	Unclassified
14	Victims Advocate	Unclassified
14	VICIIIIS AUVOCate	Officiassifica
40	Aganda Coordinator	Unclassified
13	Agenda Coordinator	Unclassified
13	Auditor	
13	Executive Office Associate II	Unclassified
13	Financial Analyst I	Unclassified
13	Fleet Analyst	Unclassified
13	Grants Writer / Researcher	Unclassified
13	Labor Relations Specialist	Unclassified
13	Management & Budget Analyst	Unclassified
13	Office Manager	Unclassified
13	Human Resources Specialist	Unclassified
13	Planner	Unclassified
13	Procurement Coordinator	Unclassified
13	Public Art Coordinator	Unclassified
13	Public Information Specialist	Unclassified
13	Security Specialist	Unclassified
13	Special Events Liaison	Unclassified
10	opediai Evonto Liaison	Onolacomoa
12	Bicycle Program Coordinator	Unclassified
	Building Permitting Information Analyst I	Unclassified
<b>12</b> 12		Unclassified
	Building Records Supervisor	Unclassified
12	Civil Engineer I	
12	Community Development Technician	Unclassified
12	Executive Office Associate I	Unclassified
12	Field Agent	Unclassified

12 12 12 12 12 12 12 12 12 12	Field Supervisor Homeless Program Coordinator Information Technology Specialist I Labor Relations Technician Legal Secretary Police Financial Assistant Police Public Information Officer Police Records Supervisor Property Management Contracts Coordinator Registrar	Unclassified
11 11 11 11 11 11 11	Case Worker Elder Affairs Coordinator Grants & Operations Administrator Ice Rink Manager Log Cabin Employment Specialist / Job Coordinator Media Assistant Office Associate V Sanitation Coordinator Truancy Prevention Program Coordinator	Unclassified
10 10 10 10	Assistant Ice Rink Manager Code Violations Clerk Customer Service Liaison Paralegal	Unclassified Unclassified Unclassified Unclassified
10 10	Code Violations Clerk Customer Service Liaison	Unclassified Unclassified
10 10 10 9 9	Code Violations Clerk Customer Service Liaison Paralegal Case Worker II Office Associate IV	Unclassified Unclassified Unclassified Unclassified Unclassified
10 10 10 9 9	Code Violations Clerk Customer Service Liaison Paralegal  Case Worker II Office Associate IV Field Monitor	Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified
10 10 10 9 9 9 8 7	Code Violations Clerk Customer Service Liaison Paralegal  Case Worker II Office Associate IV Field Monitor  Graffiti Removal Coordinator  Log Cabin Instructor Office Associate III	Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified Unclassified
10 10 10 9 9 9 8 7 7	Code Violations Clerk Customer Service Liaison Paralegal  Case Worker II Office Associate IV Field Monitor  Graffiti Removal Coordinator  Log Cabin Instructor Office Associate III Receptionist	Unclassified

### **SECTION 2:** REPEALER.

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

### **SECTION 3: SEVERABILITY.**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

### **SECTION 4: EFFECTIVE DATES**.

This Ordinance Amendment shall become effective the first payroll periods ending in May 2007, May 2008, and May 2009, respectively.

### **SECTION 5: CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

PASSED and ADOPTED this d	lay of, 2006.
	MAYOR
ATTEST:	
	APPROVED AS TO FORM & LANGUAGE
	& FOR EXECUTION
CITY CLERK	$\bigcap Q$
T:\AGENDA\2006\sep0606\Regular\uncl sal ord 09_06_06.doc	City Altorney Date

#### **Condensed Title:**

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending Chapter 14 of the City Code, entitled "Building Regulations" amending Division II therein, entitled "Permit Fees"; amending sections 14-126 therein, entitled "Annual Facility Permit"; amending subsection 14-126(3)(g) therein, providing for certificate of use fees; said amendment changing that certain established period for the city to determine the corresponding increase in fees for certificate of

**Key Intended Outcome Supported:** 

Improve the City's overall financial health and maintain overall bond rating.

#### ssue:

To defer the increase in Certificate of Use fees for Fiscal Year 2006-07 and to review the proposed change for Fiscal Year 2007-08.

Item Summary/Recommendation:

Ordinance 2003-3422 increased the fee for the certificate of use by 10% for both Fiscal Years 2004-05, 2005-06. For Fiscal Year 2006-07 it calls for fees to be increased by a percentage equal to the cumulative change in the Consumer Price Index (CPI) measured between March 2003 to September 2006.

It is recommended to defer the increase and to review the proposed change for the Fiscal Year 2007-08.

<b>Advisory</b>	Board	Recommen	ndation:

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1	\$40,000.00	011-8000-322150 CU	
	2			
·	3			
	4			
OBPI	Total	\$40,000.00		

City Clerk's Office Legislative Tracking:

Patricia Walker

Sian-Offs:

Department Director	Assistant City Manager	City Manager
08210		Porce -
7, 50		

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AGENDA ITEM R50
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

FIRST READING

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE CITY CODE, ENTITLED "BUILDING REGULATIONS"; AMENDING DIVISION II THEREIN, ENTITLED "PERMIT FEES"; AMENDING SECTIONS 14-126 THEREIN, ENTITLED "ANNUAL FACILITY PERMIT"; AMENDING SUBSECTION 14-126(3)(g) THEREIN, PROVIDING FOR CERTIFICATE OF USE FEES; SAID AMENDMENT CHANGING THAT CERTAIN ESTABLISHED PERIOD FOR THE CITY TO DETERMINE THE CORRESPONDING INCREASE IN FEES FOR CERTIFICATES OF USE, FROM THE "EFFECTIVE DATE" OF OCTOBER 1, 2006 (FISCAL YEAR 2006-07) TO THE NEW EFFECTIVE DATE OF OCTOBER 1, 2007 (FISCAL YEAR 2007-08); AND PROVIDING FURTHER THAT THE PERIOD TO DETERMINE SAID CERTIFICATE OF USE FEE INCREASE (TO COMMENCE ON THE EFFECTIVE DATE OF OCTOBER 1, 2007) SHALL ALSO BE AMENDED TO PROVIDE THAT THE FEE SHALL BE INCREASED BY A PERCENTAGE EQUAL TO THE CUMULATIVE CHANGE IN THE CONSUMER PRICE INDEX (CPI) MEASURED BETWEEN MARCH 2003 TO APRIL 2007; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

#### ADMINISTRATION RECOMMENDATION

Approve the Ordinance Amendment on First Reading.

### **ANALYSIS**

In July 2003 Ordinance 2003-3422 was passed by the City Commission. This ordinance established fee increases for Certificate of Use Fees effective October 1, 2004 (Fiscal Year 2004-05) by 10% and October 1, 2005 (Fiscal Year 2005-06) by another 10%. The increase for October 1, 2006 (Fiscal Year 2006-07) was to be increased by a percentage equal to the cumulative change in the Consumer Price Index (CPI) measured between March 2003 to September 2006. After the October 1, 2006 increase a subsequent review of the annual permit fee will be required whenever the change in the Consumer Price Index (CPI), between the latest CPI and the date of the CPI for the last fee adjustment, is five percent (5%) or greater.

All Occupational Licenses expire on September 30<sup>th</sup> of each year. The license renewals are mailed out the first week in August of each year. This gives the licensee almost two months to remit payment for a license for the new Fiscal Year (Oct 1, 2006 through Sept 30, 2007). Since the license renewal is mailed out in August the City is not able to calculate the CPI through September 2006 as Ordinance 2003-3422 directed.

#### **BACKGROUND:**

On July 30, 2003, the Certificate of Use Ordinance No. 2003-3422 increased the fee by 10% for Fiscal years 2003-04, 2004-05 and 2005-2006 as request by the Finance and Citywide Projects Committee on May 12, 2003. Additionally, they requested that an automatic annual escalation provision, based on the increase in the annual CPI, be implemented to insure that rates keep up with the increased cost of providing services. As such, the ordinance stipulated that the increase for October 1, 2006 (Fiscal Year 2006-07) was to be increased by a percentage equal to the cumulative change in the Consumer Price Index (CPI) measured between March 2003 to September 2006. After this date the Ordinance provided for a required review process to take place whenever the change in the CPI between the latest CPI and the date of the last CPI used for the last fee adjustment is five percent (5%) or greater.

### CONCLUSION

The Administration recommends that the increase for Fiscal Year 2006-07 be deferred and that the Administration review the proposed change for Fiscal Year 2007-08.

A ORDINANCE OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, CITY OF CHAPTER 14 OF THE CITY CODE, ENTITLED "BUILDING **AMENDING** DIVISION II THEREIN. **REGULATIONS":** ENTITLED "PERMIT FEES"; AMENDING SECTIONS 14-426 **ENTITLED** "ANNUAL **FACILITY** PERMIT": THEREIN, AMENDING SUBSECTION 14-426(3)(g) THEREIN, PROVIDING FOR CERTIFICATE OF USE FEES; SAID AMENDMENT CHANGING THAT CERTAIN ESTABLISHED PERIOD FOR THE CITY TO DETERMINE THE CORRESPONDING INCREASE IN FEES FOR CERTIFICATES OF USE, FROM THE "EFFECTIVE DATE" OF OCTOBER 1, 2006 (FISCAL YEAR 2006-07) TO THE NEW EFFECTIVE DATE OF OCTOBER 1, 2007 (FISCAL YEAR 2007-08); AND PROVIDING FURTHER THAT THE PERIOD TO DETERMINE SAID CERTIFICATE OF USE FEE INCREASE (TO **COMMENCE ON THE EFFECTIVE DATE OF OCTOBER 1, 2007)** SHALL ALSO BE AMENDED TO PROVIDE THAT THE FEE SHALL BE INCREASED BY A PERCENTAGE EQUAL TO THE CUMULATIVE CHANGE IN THE CONSUMER PRICE INDEX (CPI) MEASURED BETWEEN MARCH 2003 TO APRIL 2007; **PROVIDING FOR** REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**WHEREAS**, the Certificate of Use Fee Ordinance was established in 1988 to recover building, planning, and zoning inspections and annual follow up; and

WHEREAS, on July 30, 2003, the Mayor and City Commission adopted Ordinance No. 2003-3422, which established Certificate of Use Fee rate increases for Fiscal Years 2003-04; 2004-05; 2005-06; and 2006-07, respectively, and also established recurring review periods thereafter, based on when the cumulative average between the date of the latest Consumer Price Index (CPI) and the date of the CPI used for the last fee adjustment, was five percent (5%) or greater; and

WHEREAS, the Fiscal Year 2006-07 Certificate of Use Fee increase calls for said fees to be increased by a percentage equal to the cumulative change in the CPI, measured between March 2003 to September 2006; and

WHEREAS, the cumulative CPI for the period between March 2003 and September 2006, was not yet available at the time the Certificate of Use Fee renewals were mailed out by the City in August 2006; and

WHEREAS, accordingly, the City Administration would request that the Mayor and City Commission hereby amend the Certificate of Use Fee Ordinance to defer the respective fee increase adjustment for Fiscal Year 2006-07, until Fiscal Year 2007-08, and additionally, extend the measured period for CPI from March 2003 through September 2006, to March 2003 through April 2007.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:

**SECTION 1:** That Chapter 14, Division II, Section 14-426, Subsection 14-426(3)(g) is hereby amended as follows:

(g) The fees for certificate of use shall be as specified in Appendix A. Effective October 1,2004 (Fiscal Year 2004-05), said fees shall be increased by ten percent (10%); effective October 1, 2005 (Fiscal Year 2005-06); effective October 1, 2006 (Fiscal Year 2006-07), effective October 1, 2007 (Fiscal Year 2007-08), said fees shall be increased by a percentage equal to the cumulative change in the Consumer Price Index (CPI) measured between March 2003 to September 2006 March 2003 to April 2007.

As provided in Resolution No. 2003-25299, a review of the annual permit fee will be required whenever the change in the Consumer Price Index (CPI), between the latest CPI and the date of the CPI used for the last fee adjustment, is five percent (5%) or greater.

#### **SECTION 2. CODIFICATION**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article" or other appropriate word.

### **SECTION 3. REPEALER**

All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

### **SECTION 4. SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not

affect the validity or constitutionality of the remaining portions of this Ordinance.

### **SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect ten	(10) days	after it is	adopted.
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` <b>:</b>

CITY CLERK

1<sup>st</sup> Reading 9/06/2006 2<sup>nd</sup> Reading 9/21/2006 APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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#### **Condensed Title:**

Ordinance Amendment adding new development regulations for any new construction or additions to properties in the Flamingo Park Local Historic District, including the prohibition of roof-top additions on contributing buildings. An alternative version of the Ordinance has also been proposed, which allows roof-top additions.

**Key Intended Outcome Supported:** 

Increase satisfaction with neighborhood character.

#### Issue:

Amending the RM-1 section of the City Code, pertaining to the Flamingo Park Local Historic District, to ensure the compatibility of new infill construction with the established scale, character and context of the existing Historic District.

Item Summary/Recommendation:

The proposed Ordinance would amend the development regulations in the Flamingo Park Local Historic District.

The Administration recommends that the City Commission adopt that version of the proposed Ordinance prohibiting roof-top additions on First Reading and set a Second Reading public hearing for October 11, 2006.

**Advisory Board Recommendation:** 

On June 13, 2006, the Historic Preservation Board reviewed the subject Ordinance and recommended approval of that version prohibiting roof-top additions.

On June 27, 2006, the Planning Board, transmitted that version of the Ordinance prohibiting roof-top additions to the City Commission with a favorable recommendation.

On July 10, 2006, the Land Use and Development Committee reviewed the subject Ordinance and recommended approval of that version prohibiting roof-top additions.

Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3			
	4			
OBPI	Total			

Financial Impact Summary:

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney

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Department Pirector Assistant City Manager City Manager

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AGENDA ITEM <u>R5P1-2</u> DATE <u>9-6-06</u>



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

**FIRST READING** 

SUBJECT: Flamingo Park Development Regulations

**Prohibition on Roof-Top Additions:** 

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADDING NEW DEVELOPMENT REGULATIONS FOR ANY NEW CONSTRUCTION OR ADDITIONS TO PROPERTIES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT, INCLUDING THE PROHIBITION OF ROOF-TOP ADDITIONS. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN **EFFECTIVE DATE.** 

Alternate Version Allowing Roof-Top Additions:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY." BY ADDING NEW DEVELOPMENT REGULATIONS FOR ANY NEW CONSTRUCTION OR ADDITIONS TO PROPERTIES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

#### ADMINISTRATION RECOMMENDATION

Approve that version of the proposed Ordinance prohibiting roof-top additions on First Reading and schedule a Second Reading public hearing.

#### BACKGROUND

On May 10, 2006, the City Commission approved an ordinance amendment that reduced the maximum permitted height within the RM-1 section of the Flamingo Park local historic district from 40 feet to 35 feet and from 4 floors to 3 floors. At the same meeting, the Commission

September 6, 2006 Commission Memorandum Flamingo Park Development Regulations Page 2 of 6

also considered an ordinance amendment that proposed to reduce the maximum allowable FAR in the RM-1 section of the Flamingo Park local historic district from 1.25 to 1.0.

After much discussion, the City Commission decided not to adopt the proposed ordinance that would have reduced the maximum FAR, and instead directed the Administration to prepare a series of amendments to the RM-1 section of the Zoning Code, which would pertain solely to the Flamingo Park local historic district and that would address the compatibility issues associated with infill construction and additions to existing buildings.

#### **ANALYSIS**

In consultation with the Planning Board and the Historic Preservation Board, staff is proposing a series of development regulations that utilize a "form" based approach to infill construction and additions as opposed to a purely "prescriptive" approach based solely on FAR and height. These regulations strike a careful balance between preserving the well established low scale character and context of the Flamingo Park historic district, while still allowing for appropriate and compatible infill construction and additions.

Based upon the direction of the Planning Board, staff has proposed two (2) ordinance amendments. The first, which has been endorsed by the Historic Preservation Board and transmitted to the City Commission with a favorable recommendation by the Planning Board, includes a prohibition of roof-top additions on contributing buildings. The alternate Ordinance removes the prohibition of roof-top additions.

After careful evaluation and based upon the success of not allowing roof-top additions to existing buildings on Ocean Drive, staff has concluded that the most appropriate way to accommodate new construction and additions on existing building sites within the Flamingo Park historic district is to require that all new additions to existing contributing structures be located at ground level. This will address the incompatibility of roof-top additions with the roof-lines, scale and massing of existing contributing structures. The prohibition of roof-top additions would only apply to contributing buildings.

The proposed ordinance also sets forth new criteria for any proposed ground level addition(s), which should provide for more sensitive and appropriately scaled infill construction. These criteria apply only to the massing, siting, location and dimensions of infill construction and would still allow for maximum creativity in terms of architectural language and design. Specifically, the following is noted:

- Ground level additions shall be detached and separated from main structure(s) on the site by a distance of at least ten (10') feet. However, the historic preservation board may, on a case-by-case basis, allow a ground level addition to attach to the rear of an existing structure that has a flat roof and parapet, provided such addition does not exceed the height of the existing structure and that the attachment does not result in the demolition, obscuring or removal of any significant architectural features and/or finishes from the existing structure.
- The height of ground level additions shall not exceed one (1) story and twelve (12') above the height of the main roof of the existing structure.

September 6, 2006 Commission Memorandum Flamingo Park Development Regulations Page 3 of 6

Ground level additions shall follow the established lines of the interior building walls
of the main existing structure on the site and for additions that are 2 stories or less in
height, any non-conforming interior side setback may be extended, provided the
minimum interior side setback is five (5') feet.

The subject Ordinance also sets forth limitations on the interior heights of new construction and additions, in order to prevent out of scale volumetric buildings within the district. In this regard, a maximum floor to floor height of twelve (12') feet has been established, while still allowing the historic preservation board, on a case-by-case basis, to waive these requirements for loft or mezzanine space within the allowable volume of the building. However, the total floor area of any such loft space or mezzanine cannot exceed one-third the total floor area in that room or story in which the loft space or mezzanine occurs.

In light of the fact that the Flamingo Park district is comprised primarily of single lots, the proposed ordinance specifies that no more than two (2) continguous lots may be aggregated for development purposes. Additionally, any new construction or additions on multiple or aggregated lots must incorporate a minimum building separation of ten (10') feet in the middle of the property. The historic preservation board may, on a case-by-case basis, allow for a connection in the rear of the property, provided the depth of such connection does not exceed 25% of the lot depth and that the connection does not contain any parking spaces.

In order to maintain the established scale and massing of the district, and to prevent height encroachments from becoming additional floors, stairwell bulkheads will not be permitted to extend above the maximum building height. Additionally, elevator bulkheads extending above the main roofline of a building shall be required to meet the line-of-site requirements setforth in Section 142-1161 herein and such line-of-site requirement will not be able to be waived by the Historic Preservation Board.

The proposed Ordinance also addresses the issue of established open space and historic courtyards. In order to protect these spaces, on properties with contributing buildings the subject Ordinance precludes new construction or ground level additions within an existing side, front or rear open space, provided physical evidence or historic documentation substantiates that existing open space is or was an established architectural or historic component of the site or building design by virtue of significant features and/or finishes, including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.

With regard to demolition criteria, a much stricter standard for the demolition of any part of a contributing building has been proposed. Specifically, only those portions of a contributing building that were not part of the original structure on site, or that have not acquired any type of architectural significance, as determined by staff or the Historic Preservation Board, may be proposed to be demolished. This will make it very clear that the removal of portions of a contributing building in order to circumvent the prohibition on roof-top additions shall not be permitted.

Finally, in order to ensure that the current and future Historic Preservation Boards do not veer away from these standards, a no variance provision has been added. This will also ensure that all decisions regarding design and appropriateness will remain solely within the purview of the Historic Preservation Board, and not the Board of Adjustment.

September 6, 2006 Commission Memorandum Flamingo Park Development Regulations Page 4 of 6

The subject regulations are laid out in a very clear and concise manner and will greatly benefit developers, architects and future buyers of property in the City, as they clearly and unambiguously specify the framework for preservation and infill construction. This will allow an individual contemplating a purchase of a property to gain a full understanding of what can be reasonably expected in terms of any modifications and new construction that may be sought for a particular property.

On June 13, 2006 the Historic Preservation Board reviewed the proposed Ordinance and recommended approval. On June 27, 2006, the Planning Board transmitted the subject Ordinance to the City Commission with a favorable recommendation, thus commencing zoning-in-progress. The Planning Board added the following section to the proposed Ordinance, pertaining to applicability:

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, those projects that have made an application to a jurisdictional development board by June 7, 2006 and have received approval by December 7, 2006, shall be fully vested, including their rights to any extensions of time that may be needed for obtaining full building permits based upon the plans originally submitted and approved.

The administration is not opposed to the proposed applicability section in concept, but would recommend that the allowance for an Extension of Time for those projects already approved by the Historic Preservation Board be eliminated. As noted on the attached summary of projects that would become legal non-conforming if the subject ordinance is approved, there is a sufficient period of time to obtain Full Building Permits, as the subject projects are relatively small in nature and not overly complex.

The administration has also modified Subsection (a)(3)h of the proposed ordinance, pertaining to open spaces and courtyards, so that it is less ambiguous. Specifically, the following paragraph has been introduced:

h. For contributing buildings or properties, no building or structure shall be permitted within an existing historic courtyard. For purposes of this subsection, an historic courtyard shall be defined as a grade level space, open to the sky, which is enclosed on at least two (2) sides by an existing building or structure on the same property and is an established architectural or historic component of the site or building design by virtue of significant features and/or finishes, including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.

This modification would better define what would be considered an historic courtyard and removes any ambiguity regarding existing open spaces in front, side and rear yards. It is not the intent of this ordinance to prevent appropriately designed infill construction within rear, side or front yards that are vacant and lack any site design or architectural value.

The Land Use and Development Committee considered the proposed Ordinance Amendment on July 10, 2006 and endorsed the 'No-Roof-Top Additions' versions, along with the modifications proposed by the Administration above.

September 6, 2006 Commission Memorandum Flamingo Park Development Regulations Page 5 of 6

In addition to the foregoing modifications, the administration also incorporated the following minor text changes, which clarify the legislative intent of the proposed Ordinance:

1. Section (a)(3)a.

Notwithstanding the provisions of Section 142-1161 of these Land Development Regulations, roof-top additions shall not be permitted on any contributing building <u>and any stairwell or elevator bulkhead shall meet the line-of-site requirements of Section 142-1161, herein.</u> The Historic Preservation Board reserves the right to re-classify the contributing status of any structure in the district, prior to rendering a decision on any application that may contemplate a roof-top addition.

2. Section (a)(3)d.

Ground level additions, whether attached or detached, shall follow the established lines of the interior side setbacks of the main existing structure on the site. For the first 2 floors of the addition, any non-conforming interior side setback may be extended, provided the minimum interior and/or street side setback is five (5') feet; the 3<sup>rd</sup> floor of the addition, if permitted, shall meet the minimum side yard requirements. Notwithstanding the foregoing, the historic preservation board may, on a case-by-case basis, allow ground level additions to exceed one side of the established interior side setbacks of the main existing structure on the site, provided the sum of the interior side setbacks is a minimum of fifteen (15') feet.

## **FISCAL IMPACT**

The proposed Ordinance is not expected to have any fiscal impact.

## CONCLUSION

The Administration recommends that the City Commission approve that version of the proposed Ordinance prohibiting roof-top additions on First Reading and schedule a Second Reading public hearing for October 11, 2006, subject to the following revisions:

1. The applicability section of the Ordinance shall be revised as follows:

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, those projects that have made an application to a jurisdictional development board by June 7, 2006 and have received approval by December 7, 2006, shall be fully vested; however, such projects shall not have any rights to any extensions of time that may be needed for obtaining full building permits based upon the plans originally submitted and approved.

Subsection (a)(3)h shall be replaced with the following:

For contributing buildings or properties, no building or structure shall be permitted within an existing historic courtyard. For purposes of this subsection, an historic courtyard

September 6, 2006 Commission Memorandum Flamingo Park Development Regulations Page 6 of 6

shall be defined as a grade level space, open to the sky, which is enclosed on at least two (2) sides by an existing building or structure on the same property and is an established architectural or historic component of the site or building design by virtue of significant features and/or finishes, including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.

3. Subsection (a)(3)a shall be revised as follows:

Notwithstanding the provisions of Section 142-1161 of these Land Development Regulations, roof-top additions shall not be permitted on any contributing building and any stairwell or elevator bulkhead shall meet the line-of-site requirements of Section 142-1161, herein. The Historic Preservation Board reserves the right to reclassify the contributing status of any structure in the district, prior to rendering a decision on any application that may contemplate a roof-top addition.

4. Subsection (a)(3)d shall be revised as follows:

Ground level additions, whether attached or detached, shall follow the established lines of the interior side setbacks of the main existing structure on the site. For the first 2 floors of the addition, any non-conforming interior side setback may be extended, provided the minimum interior and/or street side setback is five (5') feet; the 3<sup>rd</sup> floor of the addition, if permitted, shall meet the minimum side yard requirements. Notwithstanding the foregoing, the historic preservation board may, on a case-by-case basis, allow ground level additions to exceed one side of the established interior side setbacks of the main existing structure on the site, provided the sum of the interior side setbacks is a minimum of fifteen (15') feet.

Pursuant to Section 118-164(4) of the City Code, an affirmative vote of five-sevenths shall be necessary in order to enact any amendments to the Land Development Regulations.

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	DEVELOPMENT PROJECTS IMPACTED BY FLAMINGO PARK DEVELOPMENT REGULATIONS	VELOPME	NT REGI	ULATIO	SN		
PROJECT ADDRESS	PROJECT DESCRIPTION	Approval	Square Footage	F.A.R.	Units	Height (feet)	Stories
921 Eudid Ave.	HPB File No. 3222 - Partial demolition, renovation and restoration of the existing 2-story multifamily building, and the construction of a new 3-story multifamily building at the rear of the property.	12/13/2005	9/9'9	0.95	4	40	8
1600 Euclid Ave.	HPB File No. 2982 - Partial demolition, renovation, and restoration of an existing 2-story multifamily building, the construction of a 1-story roof top addition, and the construction of a 3-story ground level addition at the rear of the site.	07/12/2005	13,671	1.22	12	33	· m
635 Jefferson Ave	HPB File No. 3472 - Partial demolition, restoration, and renovation of the two (2) existing 2-story multifamily buildings, and the construction of one new 3-story and one new 4-story multifamily buildings.	03/14/2006	17,500	1.25	41	40	4
1607 Michigan Ave	HPB File No. 3384 - Partial demolition, restoration, and renovation of the existing 2-story multifamily building, one story roof-top addition and the construction of a new 3-story multifamily building at the front of the property	05/09/2006	8,083	1.08	7	34	т
843 Meridian Ave	HPB File No. 3480 - Partial demolition, renovation and restoration of the existing one (1) and two (2) story buildings on site, and the construction of a new 3-story multifamily building	06/13/2006	6,934	0.99	ιν	33	т
928 Jefferson Ave	HPB File No. 3682 - Construction of a 3-story addition to an existing structure.	07/11/2006	8,275	1.17	10	33	ю
1611 Lenox Ave	HPB File No. 3686 - Partial demolition, renovation, and restoration of the existing 2-story building, the demolition of the existing single story structure, and the construction of two (2) new 3-story buildings.	Pending	19,981	1.25	73	35	м
926 Lenox Avenue	HPB File No. 3683 - Substantial demolition, renovation and restoration of the existing single story structure, and the construction of a new 3-story multifamily building	Pending	8,697	0.87	6	58	ю

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<b>)</b> .

## Flamingo Park Development Regulations – NO ROOF TOP ADDITIONS

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADDING NEW DEVELOPMENT REGULATIONS FOR ANY NEW CONSTRUCTION OR ADDITIONS TO PROPERTIES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT, INCLUDING THE PROHIBITION OF ROOF-TOP ADDITIONS. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**WHEREAS**, the residents of the Flamingo Park Historic District are concerned about the incompatibility of new construction in this Historic District; and

**WHEREAS,** the scale of the new construction has been responsible for the incompatibility with the as-built character of this neighborhood; and

WHEREAS, in order to alleviate this shortcoming, it is necessary to amend the current requirements of the City Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

<u>Section 1.</u> That, "Subdivision II, "RM-1 Residential Multifamily Low Intensity," is hereby amended as follows:

Section 142-155, "Development regulations and area requirements."

- (a) The development regulations in the RM-1 residential multifamily, low density district are as follows:
  - (1) Max. FAR: 1.25; west side of Collins Avenue between 76th and 79th Streets--1.4.
  - (2) Public and private institutions: Lot area equal to or less than 15,000 sq. ft.--1.25; lot area greater than 15,000 sq. ft.--1.4
  - (3) In the Flamingo Park Local Historic District, the following shall apply:
    - a. Notwithstanding the provisions of Section 142-1161 of these Land Development Regulations, roof-top additions shall not be permitted on any contributing building and any stairwell or elevator bulkhead shall meet the line-of-site requirements of Section 142-1161, herein. The Historic Preservation Board

reserves the right to re-classify the contributing status of any structure in the district, prior to rendering a decision on any application that may contemplate a roof-top addition.

- b. Ground level additions shall be detached and separated from the main structure(s) on the site by a distance of at least ten (10) feet. The historic preservation board may, on a case-by-case basis, allow a ground level addition to attach to the rear of an existing structure that has a flat roof and parapet, provided such addition does not exceed the height of the existing structure and that the attachment does not result in the demolition, obscuring or removal of any significant architectural features and/or finishes from the existing structure.
- c. The height of any ground level addition to an existing structure, whether attached or detached, shall be limited to one (1) story, not to exceed twelve (12) feet above the height of the main roof of the existing structure. In the event the existing structure is two (2) stories in height or higher, the proposed addition shall not exceed a total of three (3) stories and thirty-five (35) feet.
- d. Ground level additions, whether attached or detached, shall follow the established lines of the interior side setbacks of the main existing structure on the site. For the first two (2) floors of the addition, any non-conforming interior side setback may be extended, provided the minimum interior and/or street side setback is five (5) feet; the third floor of the addition, if permitted, shall meet the minimum side yard requirements. Notwithstanding the foregoing, the historic preservation board may, on a case-by-case basis, allow ground level additions to exceed one side of the established interior side setbacks of the main existing structure on the site, provided the sum of the interior side setbacks is a minimum of fifteen (15) feet.
- e. No more than two (2) contiguous lots may be aggregated for development purposes.
- f. For any new construction or additions, whether attached or detached, on multiple or aggregated lots, a minimum building separation of ten (10) feet at the center of the aggregated lots shall be required. The historic preservation board may, on a case-by-case basis, allow for a connection in the rear of the property, provided the depth of such connection does not exceed 25% of the lot depth and that the connection does not contain any parking spaces.
- g. Only those portions of a contributing building that were not part of the original structure on site, or that have not acquired any type of architectural significance, as determined by staff or the historic preservation board, may be proposed to be demolished.
- h. For contributing buildings or properties, no building or structure shall be permitted within an existing historic courtyard. For purposes of this subsection, an historic courtyard shall be defined as a grade level space, open to the sky, which is enclosed on at least two (2) sides by an existing building or structure on the same property and is an established architectural or historic component of the site or building design by virtue of significant features and/or finishes,

including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.

- i. Each level of new construction or additions, whether attached or detached, shall have a maximum floor to floor height of twelve (12) feet. The historic preservation board may, on a case-by-case basis, waive the maximum floor to floor height requirement and allow for loft or mezzanine space within the allowable volume of the building, provided the total floor area of any such loft space or mezzanine does not exceed one-third the total floor area in that room or story in which the loft space or mezzanine occurs.
- j. Stairwell bulkheads shall not be permitted to extend above the maximum building height.
- k. Elevator bulkheads extending above the main roofline of a building shall be required to meet the line-of-site requirements set forth in Section 142-1161 and such line-of-site requirement cannot be waived by the Historic Preservation Board.
- I. If an alley exists, no front curb cut shall be permitted. If no alley exists, any curb-cut required shall not exceed twelve (12) feet in width.
- m. No variances from these provisions shall be granted.

## **SECTION 2.** Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

## **SECTION 3.** Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

## **SECTION 4.** Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

#### **SECTION 5.** Applicability.

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, those projects that have made an application to a jurisdictional development board by June 7, 2006 and have received approval by December 7, 2006, shall be fully vested;

however, such projects shall not have any rights to any extensions of time that may be needed for obtaining full building permits based upon the plans originally submitted and approved.

SECTION 6	i. Effectiv	∕e Date.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this	day of	, 2006.
ATTEST:		MAYOR
CITY CLERK	<del>-</del>	
		APPROVED AS TO
First Reading: September 6, 2006 Second Reading: October 11, 2006		FORM AND LANGUAGE & FOR EXECUTION
Verified by: Jorge G. Gomez, AICP	Œ	City Attorney Date

<u>Underscore</u> denotes new language

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Planning Director

<b>ORDINANCE</b>	NO.	

## Flamingo Park Development Regulations – ALTERNATE VERSION

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADDING NEW DEVELOPMENT REGULATIONS FOR ANY NEW CONSTRUCTION OR ADDITIONS TO PROPERTIES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT. PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

**WHEREAS**, the residents of the Flamingo Park Historic District are concerned about the incompatibility of new construction in this Historic District; and

WHEREAS, the scale of the new construction has been responsible for the incompatibility with the as-built character of this neighborhood; and

WHEREAS, in order to alleviate this shortcoming, it is necessary to amend the current requirements of the City Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

<u>Section 1.</u> That, "Subdivision II, "RM-1 Residential Multifamily Low Intensity," is hereby amended as follows:

Section 142-155, "Development regulations and area requirements."

- (a) The development regulations in the RM-1 residential multifamily, low density district are as follows:
  - (1) Max. FAR: 1.25; west side of Collins Avenue between 76th and 79th Streets--1.4.
  - (2) Public and private institutions: Lot area equal to or less than 15,000 sq. ft.--1.25; lot area greater than 15,000 sq. ft.--1.4
  - (3) In the Flamingo Park Local Historic District, the following shall apply:
    - a. Ground level additions shall be detached and separated from the main structure(s) on the site by a distance of at least ten (10) feet. The historic preservation board may, on a case-by-case basis, allow a ground level addition to attach to the rear of an existing structure that has a flat roof and parapet, provided such addition does not exceed the height of the existing structure and

- that the attachment does not result in the demolition, obscuring or removal of any significant architectural features and/or finishes from the existing structure.
- b. The height of any ground level addition to an existing structure, whether attached or detached, shall be limited to one (1) story, not to exceed twelve (12) feet above the height of the main roof of the existing structure. In the event the existing structure is two (2) stories in height or higher, the proposed addition shall not exceed a total of three (3) stories and thirty-five (35) feet.
- c. Ground level additions, whether attached or detached, shall follow the established lines of the interior side setbacks of the main existing structure on the site. For the first two (2) floors of the addition, any non-conforming interior side setback may be extended, provided the minimum interior and/or street side setback is five (5) feet; the third floor of the addition, if permitted, shall meet the minimum side yard requirements. Notwithstanding the foregoing, the historic preservation board may, on a case-by-case basis, allow ground level additions to exceed one side of the established interior side setbacks of the main existing structure on the site, provided the sum of the interior side setbacks is a minimum of fifteen (15) feet.
- d. No more than two (2) contiguous lots may be aggregated for development purposes.
- e. For any new construction or additions, whether attached or detached, on multiple or aggregated lots, a minimum building separation of ten (10) feet at the center of the aggregated lots shall be required. The historic preservation board may, on a case-by-case basis, allow for a connection in the rear of the property, provided the depth of such connection does not exceed 25% of the lot depth and that the connection does not contain any parking spaces.
- f. Only those portions of a contributing building that were not part of the original structure on site, or that have not acquired any type of architectural significance, as determined by staff or the historic preservation board, may be proposed to be demolished.
- g. For contributing buildings or properties, no building or structure shall be permitted within an existing historic courtyard. For purposes of this subsection, an historic courtyard shall be defined as a grade level space, open to the sky, which is enclosed on at least two (2) sides by an existing building or structure on the same property and is an established architectural or historic component of the site or building design by virtue of significant features and/or finishes, including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.
- h. Each level of new construction or additions, whether attached or detached, shall have a maximum floor to floor height of twelve (12) feet. The historic preservation board may, on a case-by-case basis, waive the maximum floor to floor height requirement and allow for loft or mezzanine space within the allowable volume of the building, provided the total floor area of any such loft space or mezzanine does not exceed one-third the total floor area in that room or story in which the loft space or mezzanine occurs.

- i. Stairwell bulkheads shall not be permitted to extend above the maximum building height.
- j. Elevator bulkheads extending above the main roofline of a building shall be required to meet the line-of-site requirements setforth in Section 142-1161 herein and such line-of-site requirement cannot be waived by the Historic Preservation Board.
- k. If an alley exists, no front curb cut shall be permitted. If no alley exists, any curb-cut required shall not exceed twelve (12) feet in width.
- I. No variances from these provisions shall be granted.

## SECTION 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

## **SECTION 3.** Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

#### **SECTION 4.** Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

## **SECTION 5.** Applicability.

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, those projects that have made an application to a jurisdictional development board by June 7, 2006 and have received approval by December 7, 2006, shall be fully vested; however, such projects shall not have any rights to any extensions of time that may be needed for obtaining full building permits based upon the plans originally submitted and approved.

## **SECTION 6.** Effective Date.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this	day of	, 2006.
ATTEST:	•	MAYOR
		MAYOR
CITY CLERK	_	
First Reading: September 6, 2006 Second Reading: October 11, 2006		APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION
Verified by:  Jorge G. Gomez, AICP  Planning Director		City Attorney Date
Underscore denotes new language		

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#### **Condensed Title:**

Amendment to extend from 90 days to 180 days the time between the favorable recommendation by the Planning Board with respect to any land development regulation amendments and the adoption by the City Commission.

**Key Intended Outcome Supported:** 

Increase satisfaction with development and growth management across the City

#### Issue:

Should zoning in progress be extended from 90 days to 180 days from the time the Planning Board makes favorable recommendation and adoption by the City Commission.

Item Summary/Recommendation:

Due to the change in the City Commission meeting schedule, and required public notice, it is possible that zoning-in-progress may be lost from the time the Planning Board makes a recommendation and the scheduling of the proposed amendment for City Commission action.

The Administration recommends that the Commission approve the ordinance on first reading and set a second reading public hearing for the October 11, 2006 City Commission meeting.

**Advisory Board Recommendation:** 

At the July 25, 2006 meeting, the Planning Board recommended by a unanimous vote (7-0) that the City Commission adopt the ordinance as proposed by the Administration advancing the zoning in progress term from 90 days to 180 days rather than 120 days, which was the sentiment expressed by the Land Use and Development Committee.

## Financial Information:

Source of		Amount	Account	Approved
Funds:				
	2			
	3			
	4			
OBPI	Total			

**Financial Impact Summary:** 

The proposed Ordinance is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Mercy Lamazares

Sign-Offs:	·	
Department Director	Assistant City Manager	City Manager
My Jomes	My	Jax
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AGENDA ITEM RSQ DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

First Reading

SUBJECT: Zoning in Progress

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY AMENDING SECTION 118-168, "PROPOSED LAND DEVELOPMENT REGULATION AMENDMENTS; APPLICATION OF **EQUITABLE ESTOPPEL TO PERMITS AND APPROVALS;" AND SECTION COMPREHENSIVE PLAN** AMENDMENTS: 118-169. "PROPOSED OF TO **PERMITS EQUITABLE ESTOPPEL** APPLICATION APPROVALS," BY EXTENDING THE TIME BETWEEN THE FAVORABLE RECOMMENDATION BY THE PLANNING BOARD WITH RESPECT TO ANY LAND DEVELOPMENT REGULATION AMENDMENT AND THE ADOPTION REPEALER. COMMISSION. PROVIDING FOR BY THE CITY SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve on first reading the proposed ordinance as recommended by the Planning Board, and set a second reading public hearing for the October 11, 2006 meeting.

#### **BACKGROUND**

At the June 6, 2006 meeting, the Land Use and Development Committee (LUDC) discussed a request by the Administration to extend the zoning-in-progress provision of the City from 90 days to 180 days, and expressed the sentiment that 120 days may be sufficient. However, the Committee recommended that the City Commission refer this issue to the Planning Board for its review and recommendation.

#### **ANALYSIS**

Pursuant to Section 118-168, zoning-in-progress applies from the time the Planning Board makes a favorable recommendation to the City Commission to adopt an amendment to the Land Development Regulations of the City Code. Zoning-in-progress continues for a period of 90 days from the date of the favorable recommendation of the Planning Board.

Due to the change in the City Commission meeting schedule, and required public notice, it is possible that zoning-in-progress may be lost from the time the Planning Board makes a recommendation and the scheduling of the proposed amendment for City

Commission action. Some proposed land development amendments may be adopted with only two readings of the title and one public hearing, but others require two public hearings where different required public notice is necessary. To provide an example, there are certain amendments that change the list of conditional, permitted or prohibited uses that may require a 30-day mailed notice before the item could be brought to the Commission. When this happens, potentially more than 90 days may pass from the favorable recommendation of the Planning Board before the City Commission adopts the amendment.

#### PLANNING BOARD ACTION

At the July 25, 2006 meeting, the Planning Board recommended by a unanimous vote (7-0) that the City Commission adopt the ordinance as proposed by the Administration advancing the zoning-in-progress term from 90 days to 180 days rather than 120 days, a sentiment expressed by the Land Use and Development Committee.

## FISCAL IMPACT

This proposal has no associated negative fiscal impact upon enactment.

#### CONCLUSION

The Administration recommends that the City Commission approve the proposed ordinance on first reading and set a second reading public hearing for the October 11, 2006 meeting.

Pursuant to Section 118-164(3) of the City Code, when a request to amend the Land Development Regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance may be read by title or in full on at least **two separate days** and shall, at least **ten days prior to adoption**, be noticed once in the newspaper. Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths.

JMG/TH/J

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ORDINANCE	NO.	

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY AMENDING SECTION 118-168, "PROPOSED LAND **DEVELOPMENT** REGULATION AMENDMENTS; APPLICATION EQUITABLE ESTOPPEL TO PERMITS AND APPROVALS;" AND SECTION PLAN **AMENDMENTS:** "PROPOSED COMPREHENSIVE 118-169. APPLICATION OF EQUITABLE ESTOPPEL TO PERMITS AND APPROVALS." **FAVORABLE BETWEEN** THE THE TIME BY **EXTENDING** RECOMMENDATION BY THE PLANNING BOARD WITH RESPECT TO ANY LAND DEVELOPMENT REGULATION AMENDMENT AND THE ADOPTION BY THE CITY COMMISSION. PROVIDING FOR REPEALER, SEVERABILITY, **CODIFICATION AND AN EFFECTIVE DATE.** 

**WHEREAS,** zoning-in-progress applies for 90 days from the time a favorable recommendation is made by the Planning Board with respect to any land development regulation amendment to adoption by the City Commission; and

WHEREAS, due to the change in the City Commission meeting schedule, and required public notice it is possible that zoning-in-progress may be lost from the time the Planning Board makes a recommendation and the scheduling of the proposed amendment for City Commission action; and

WHEREAS, some proposed land development amendments or comprehensive plan amendment may be adopted with only two readings of the title and one public hearing, but others require two public hearings where different required public notice is necessary; and

WHEREAS, the time period between a favorable recommendation from the Planning Board to the adoption by the City Commission should be amended from the current 90 days; and

WHEREAS, the proposed ordinance accomplishes such purpose.

# NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**Section 1.** That Section 118-168, "Proposed land development regulation amendments; application of equitable estoppel to permits and approvals," is hereby amended as follows:

(a) Amendments to these land development regulations shall be enforced against all applications and/or requests for project approval upon the earlier of the favorable recommendation by the planning board or the applicable effective date of the land development regulation amendment, as more particularly provided below. After submission of a completed application for a project approval, to the extent a proposed amendment to these land development regulations would, upon adoption, render the application nonconforming, then the following procedure shall apply to all applications considered by the city or any appropriate city board:

- (1) In the event the applicant:
  - a. Obtains (i) a design review approval, (ii) a certificate of appropriateness, (iii) a variance approval where no design review approval or certificate of appropriateness is required, or (iv) a full building permit as defined in section 114-1 where no design review approval, certificate of appropriateness or variance approval is required; and
  - b. Satisfies subsection a., above, prior to a favorable recommendation by the planning board with respect to any land development regulation amendment that is adopted by the city commission within 90 180 days of the planning board's recommendation, then the project shall be presumed to have received a favorable determination that equitable estoppel applies and the subject land development regulation amendment shall not be enforced against the application and/or project (hereinafter, a "favorable determination"), except as otherwise provided in subsection (b), below. If at any time before the expiration of the 90 180 days the proposed amendment fails before the city commission, then the project shall no longer be deemed nonconforming.

## (2) In the event the applicant:

- a. Obtains (i) a design review approval, (ii) a certificate of appropriateness, (iii) a variance approval where no design review approval or certificate of appropriateness is required, or (iv) a full building permit as defined in section 114-1 where no design review approval, certificate of appropriateness or variance approval is required; and
- b. Satisfies subsection a., above, prior to the effective date of any land development regulation amendment where there was an unfavorable recommendation by the planning board with respect to the land development regulation amendment, or when the planning board recommends favorably, but the city commission fails to adopt the amendment within the specified 90 180-day period, then the project shall be presumed to have received a favorable determination and the subject land development regulation amendment shall not be enforced against such application and/or project, except as otherwise provided in subsection (b), below.

**Section 2.** That Section 118-169, "Proposed comprehensive plan amendments; application of equitable estoppel to permits and approvals," is hereby amended as follows:

(a) Amendments to the city's comprehensive plan shall be enforced against all applications and/or requests for project approval upon the earlier of the favorable recommendation by the planning board or the applicable effective date of the comprehensive plan amendment, as more particularly provided below. After submission of a completed application for a project approval, to the extent a proposed amendment to the comprehensive plan would, upon adoption, render the application nonconforming, then

the following procedure shall apply to all applications considered by the city or any appropriate city board:

## (1) In the event the applicant:

- a. Obtains (i) a design review approval, (ii) a certificate of appropriateness, (iii) a variance approval where no design review approval or certificate of appropriateness is required, or (iv) a full building permit as defined in section 114-1 where no design review approval, certificate of appropriateness or variance approval is required; and
- Satisfies subsection a., above, prior to a favorable recommendation by b. the planning board with respect to any comprehensive plan amendment that is adopted by the city commission within 420 180 days after receiving comments on the transmitted proposed amendment from the department of community affairs, then the project shall be presumed to have received a favorable determination that equitable estoppel applies and the subject comprehensive plan amendment shall not be enforced against the application and/or project (hereinafter, a "favorable determination"), except as otherwise provided in subsection (b), below. In the event the city commission fails to adopt a resolution providing for transmittal of the proposed amendment to the department of community affairs, or rejects the amendment within 90 180 days after a favorable recommendation by the planning board, or fails to enact or rejects the amendment within 120 180 days after receiving comments on the transmitted proposed amendment from the department of community affairs, then the project shall no longer be deemed nonconforming.

## (2) In the event the applicant:

- a. Obtains (i) a design review approval, (ii) a certificate of appropriateness, (iii) a variance approval where no design review approval or certificate of appropriateness is required, or (iv) a full building permit as defined in section 114-1 where no design review approval, certificate of appropriateness or variance approval is required; and
- b. Satisfies subsection a., above, prior to the effective date of any comprehensive plan amendment where there was an unfavorable recommendation by the planning board with respect to the comprehensive plan amendment, or when the planning board recommends favorably, but the city commission rejects the amendment within the specified 90 day period, or the city commission fails to enact or rejects the amendment within 120 180 days after reviewing comments on the transmitted proposed amendment from the department of community affairs, then the project shall be presumed to have received a favorable determination and the subject comprehensive plan amendment shall not be enforced against such application and/or project, except as otherwise provided in subsection (b), below.

## SECTION 3. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

## SECTION 4. Codification.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

## **SECTION 5.** Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

## **SECTION 6.** Effective Date.

This Ordina	ance shall take effect ter	days following ado	ption.	
PASSED a	and ADOPTED this	_ day of	, 2006	3.
ATTEST:				MAYOR
CITY CLERK				
First Reading: Second Reading:			<b>EORM</b> A	PROVED AS TO ND LANGUAGE OR EXECUTION 91106
	ge G. Gomez, AICP nning Director	84	City Attorney	Date

<u>Underscore</u> denotes new language <del>Strikethrough</del> denotes deleted language

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## **Condensed Title:**

A resolution of the Mayor and City Commission of The City of Miami Beach, Florida, adopting: 1) the tentative Ad Valorem Millage of 7.374 mills for general operating purposes, which is twenty five and six tenths percent (25.6%) greater than the "Rolled-Back" Rate of 5.872 mills; and 2) the debt service millage rate of 0.299 mills; further setting the second public hearing to consider the millage rate for Fiscal Year 2006/07, on Thursday, September 21, 2006 at 5:01 P. M.

## **Key Intended Outcome Supported:**

Ensure expenditure trends are sustainable over the long term Improve the City's overall financial Health and maintain overall bond rating Increase Community Satisfaction with City Services

#### Issue:

Shall the Mayor and City Commission adopt the attached resolution which sets the tentative millage and sets the date for the second public hearing.

Item Summary/Recommendation:

The Proposed FY 2006/07 General Fund Operating Budget (Proposed General Fund Budget), net of the Redevelopment Agency (RDA), totals \$237.7million and reduces the overall combined millage rate from 8.073 to 7.673, an unprecendented reduction of 0.4 mills. It also reserves 0.182 mills for Capital Renewal and Replacement needs. In addition, the debt service payment for FY 2006/07 requires a tax rate of 0.299 mills. This translates to a reduction in taxes paid to the City of Miami Beach by \$30.75 for the average homesteaded property owner and an overall annual savings of \$15.15 based on rates proposed by other taxing jurisdictions, where providing service enhancements to address the priorities of the community and continuing structural changes.

<b>Advisory Board Recommenda</b>	lation
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#### **Financial Information:**

Source of	Amount	Account	Approved
Funds:	1.		
	2		
	3		
	4 '		
	5		
OBPI	Total		

City	Clerk's Office Legislative	Tracking:	

Sign-Offs:

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Department Director	Assistant City Manager	City Manager
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING: 1) THE TENTATIVE AD VALOREM MILLAGE OF 7.374 MILLS FOR GENERAL OPERATING PURPOSES, WHICH IS TWENTY FIVE AND SIX TENTHS PERCENT (25.6%) GREATER THAN THE "ROLLED-BACK" RATE OF 5.872 MILLS; AND 2) THE DEBT SERVICE MILLAGE RATE OF 0.299 MILLS; FURTHER SETTING THE SECOND PUBLIC HEARING TO CONSIDER THE MILLAGE RATE FOR FISCAL YEAR 2006/07, ON THURSDAY, SEPTEMBER 21, 2006 AT 5:01 P. M.

## ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the attached Resolution which sets the following:

1) Tentatively adopted millage rates for Fiscal Year (FY) 2006/07

> General Operating 7.192 mills (7.299 last year) Capital Renewal & Replacement 0.182 mills (0.182 last year) 7.374 mills Total Operating Millage (7.481 last year) **Debt Service** 0.299 mills (0.592 last year) Total 7.673 mills (8.073 last year)

- 2) The tentatively adopted combined millage rate of 7.673 mills is four tenths of a mill less than the 8.073 combined millage rate for FY 2005/06. The tentatively adopted operating millage rate for FY 2006/07 is 7.374 mills. State statute requires that we advertise that this rate is 25.6 % greater than the "Rolled-back" rate of 5.872 mills.
- 3) The second public hearing to consider the final millage rates and budgets for FY 2006/07 shall be on Thursday, September 21, 2006 at 5:01 P.M., in the City Commission Chambers, City Hall, 1700 Convention Center Drive.

#### **PROCEDURE**

Florida Statutes 200.065 requires that at the conclusion of the first public hearing on the proposed tax rate and budget, the City Commission proceed in the following specific manner:

1. Adopt a tentative ad valorem millage rate for FY 2006/07 operating purposes. This is accomplished by adopting a Resolution that includes the percentage increase or decrease over the "Rolled-back" rate; the required Debt Service millage rate; and, the date, time, and place of the second public hearing

## State statute requires that only the title be read aloud.

2. Adopt a tentative general operating budget for FY 2006/07. Also included, are budgets for the Enterprise and Internal Service Funds. This is accomplished by adopting a companion Resolution. (See accompanying Agenda Item R7A2).

Both the millage and budget Resolutions must be adopted again after a second and final public hearing.

Procedurally, a millage either greater than or less than **7.374** mills may be adopted at this first hearing. However, any millage rate adopted at the end of either the first or second public hearings which exceeds the millage rate of 7.374 mills established on July 12, 2006, and certified to the Property Appraiser, would require <u>mailing of a revised notice of property taxes to each taxpayer. The notice would be prepared by the Property Appraiser, at the expense of the taxing authority.</u>

#### ANALYSIS OF PROPERTY VALUES IN MIAMI BEACH

On June 30, 2006, the City received the "2006 Certification of Taxable Value" from the Miami-Dade County Property Appraiser. It stated that the preliminary taxable value of both real and personal property for the City of Miami Beach is \$22,739,947,828, including \$785,995,928 in new construction.

The preliminary 2006 value represents an increase of \$5.5 billion or 32 percent over 2005's final value of \$17,231,010,766, the largest increase this City has experienced in its recent history. Alternately, the increase is \$5.3 billion or 30.3 percent over 2005's preliminary value of \$17,445,766,574. The difference of \$214,755,808 between 2005's preliminary and final values represents the equalization loss of less than 1.2 percent due to appeals, etc.

The comparative assessed values for the Miami Beach Redevelopment Agency City Center redevelopment district increased from \$2,270,499,203 to \$3,003,565,939, an increase of \$733,066,736, or a 32.3% increase in values over 2005 values. In addition, assessed values within the geographic area formerly known as the South Pointe redevelopment district increased from \$2,174,516,070 to \$2,905,687,850, an increase of \$731,171,780, or a 33.6% increase in values over 2005 values.

#### **DETERMINING THE OPERATING MILLAGE LEVY**

The first building block in developing a municipal budget is the establishment of the value of one mill of taxation, wherein the mill is defined as \$1.00 of ad valorem tax for each \$1,000 of property value. For the City of Miami Beach, this value for each mill is determined by the 2006 Certification of Taxable Value and has been set at \$22,739,948. Florida Statutes permit a discount of up to five percent for early payment discounts, delinquencies, etc. For the City of Miami Beach, the discount utilized is 3.5 percent. Therefore, the 96.5 percent value of the mill is \$21,944,050.

Based on preliminary budget estimates, the millage rate of 7.374 mills will be sufficient to fund the current, service level as it presently exists, service enhancements desired by the community and structural enhancements into the next year. It also reserves 0.182 mills for Capital Renewal and Replacement needs.

The proposed millage rate of 7.192 mills for general City operations will generate ad valorem tax revenues of \$157.8 million, \$35 million more than the prior year levy of \$122.9 million, reflecting a 28% increase. This increase is net of \$2.35 million due to the decrease in the millage for general operations from 7.299 mills, a decrease of 0.107 mills.

Of the total citywide ad valorem tax revenues of \$157.82 million, \$18.52 million will be transferred to the Redevelopment Agency for the City Center Redevelopment district for a net of \$139.3 million. Further \$7.72 million of the \$139.3 million is restricted for operating expenditures within the geographic area formerly known as South Pointe redevelopment district and an additional \$2.52 is transferred for capital projects within that geographic area.

The net result is an increase in the General Fund ad valorem revenue available for use Citywide from \$101.45 million to \$129.06 million, an increase of \$27.61 million, or a 27% increase in General Fund ad valorem revenue available for use Citywide.

## **DETERMINING THE DEBT SERVICE MILLAGE LEVY**

The debt service payment for FY 2006/07 is \$6,561,271 and requires a tax rate of 0.299 mills. This rate is 0.293 mills, or forty-nine and a half percent (49.5%) less than the FY 2005/06 rate of 0.592 mills.

#### COMBINING THE OPERATING AND DEBT SERVICE MILLAGE LEVIES

Illustrated below is a comparison of the combined millage rates and ad valorem revenues to the City of Miami Beach for FY 2005/06 (final) and FY 2006/07 (preliminary) including RDA.

		Tax Rate	)	Tax Levy				
	FY 5/06	FY 06/07	Inc/(Dec)	FY 05/06	FY 06/07	Inc/(Dec)		
General Operating	7.481	7.374	(0.107)	\$124,393,514	\$161,815,425	\$37,421,911		
Debt Service	0.592	0.299	(0.293)	9,843,732	<u>6,561,271</u>	(3,282,461)		
TOTAL	8.073	7.673	(0.400)	\$134,237,246	\$168,376,696	\$34,139,450		

If these recommended tax rates are tentatively adopted, then the combined tax rate will decrease by 0.400 mills as compared to the current year. The operating millage for Capital Renewal and Replacement will remain the same, and debt service millage will decrease by 0.293 mills.

#### COMBINING JURISDICTIONAL OPERATING AND DEBT SERVICE MILLAGE LEVIES

City of Miami Beach property owners must also pay property taxes to Miami-Dade County, the Miami-Dade County School Board, the South Florida Water Management District, and the Florida Inland Navigation District. In FY 2005/06, the Miami Beach portion of the total tax bill was 33.2 percent. The proposed millage rates for FY 2006/07 will place the Miami Beach portion of the tax bill to 32.8 percent based on tax rates announced by other jurisdictions.

Revised FY 2006/07 tax rates may be considered by Miami-Dade County on September 7 and 20, 2006. The countywide tax rate is proposed to decrease to 5.720 mills; the County's debt service is proposed to remain at 0.285 mills. The Library District has announced that the millage will remain at 0.486 mills. The Children's Trust has tentatively announced a rate of 0.422 mills; a decrease of 0.007 mills. While it is not possible to determine the exact amount returned in additional services, it should be noted that Miami-Dade County returned approximately \$30 million during FY 2005/06 in tax-increment funds for the Redevelopment Agency and the South Pointe area.

The Miami-Dade County School Board is scheduled to discuss its final tax rate on September 13, 2006, but has tentatively announced a rate of 8.105 mills; a decrease of 0.333 mills.

The South Florida Water Management District has proposed no increase from the current rate of 0.697 mills. The South Florida Inland Navigation District has proposed no increase from the current rate of 0.039 mills.

Illustrated below are the current and proposed tax rates for the multiple taxing authorities.

	Adopted	Proposed		%	% of
Taxing Jurisdiction	FY 05/06	FY 06/07	Inc/(Dec)	Change	Total
Miami Beach					32.8
General Operating	7.299	7.192	(0.107)	(1.5)	
Capital Renewal & Replacement	0.182	0.182	0.000	0.0	
Debt Service	0.592	0.299	(0.293)	(49.5)	
Miami-Dade County				·	29.5
Countywide Operating	5.835	5.720	(0.115)	(2.0)	
Library	0.486	0.486	0.000	0.0	
Children's Trust	0.429	0.422	(0.007)	(1.6)	
Debt Service	0.285	0.285	0.000	0.0	
School Board	8.438	8.105	(0.333)	(3.9)	34.6
Other	0.736	0.736	0.000	0.0	3.1
Totals	24.282	23.427	(0.855)	(3.5)	100.0

#### COMBINED MILLAGE LEVY IMPACT ON THE HOMEOWNER

Amendment 10 to the State Constitution took effect on January 1, 1995 and limited the increase in assessed value of homesteaded property to the percentage increase in the consumer price index (CPI) or three percent (3%), whichever is less. For 2006, the CPI has been determined to be 3.4% and therefore, the increase is capped at 3% for increased values as of January 1, 2006. The \$25,000 homestead exemption is applied after the increase in value as follows: **assuming** that the average residential property in Miami Beach was valued at \$239,990, that value is increased by the 3 % to a new value of \$247,190. The homestead exemption of \$25,000 is then deducted, yielding a taxable value of \$222,190.

Using the proposed tax rates, the changes in taxes paid is estimated as follows:

Changes in Tax Millage & Assessment to "Average	Homeowner"
Taxing Jurisdiction	FY 2006/07
	Changes
•	Taxes
City of Miami Beach	
Operating	\$28.78
Capital Renewal & Replacement	1.31
Debt Service	( <u>60.84)</u>
Total Savings	\$(30.75)
Other Jurisdictions:	
Miami-Dade County	\$23.53
School Board	(13.24)
Other	<u>5.31</u>
Total increase to County, School Board and Others	<u>\$15.60</u>
Total Combined Change	<u>\$(15.15)</u>

At the combined proposed millage rate of 7.673, the total dollars for both operating and debt service paid to the City when compared to the prior year's taxable value of \$239,990 and 8.073 millage rate, would decrease by \$30.75. The overall taxes would decrease by \$15.15. This, of course, assumes that the other taxing jurisdictions adopt these millages.

#### SECOND PUBLIC HEARING

The second public hearing on the tentatively adopted millage rate and budget for FY 2006/07 must be advertised no later than 15 days after the first public hearing. It is recommended that the second public hearing be set for Thursday, September 21, 2006 at 5:01 P.M., in the City Commission Chambers, City Hall, 1700 Convention Center Drive.

## **CONCLUSION**

The Administration recommends adoption of the attached Resolution which sets both tentative operating and debt service millage rates for FY 2006/07 and establishes a second public hearing to be held on Thursday, September 21, 2006, at 5:01 P. M.

JMG:KGB:JC

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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING: 1) THE TENTATIVE AD VALOREM MILLAGE OF 7.374 MILLS FOR GENERAL OPERATING PURPOSES, WHICH IS TWENTY FIVE AND SIX TENTHS PERCENT (25.6%) GREATER THAN THE "ROLLED-BACK" RATE OF 5.872 MILLS; AND 2) THE DEBT SERVICE MILLAGE RATE OF 0.299 MILLS; FURTHER SETTING THE SECOND PUBLIC HEARING TO CONSIDER THE MILLAGE RATE FOR FISCAL YEAR 2006/07, ON THURSDAY, SEPTEMBER 21, 2006 AT 5:01 P. M.

**WHEREAS**, on July 12, 2006, the City Commission following a duly noticed public hearing, adopted Resolution No. 2006-26239, which set the proposed millage rates at 7.374 mills for general operating purposes, and 0.299 mills for debt service; and

WHEREAS, Section 200.065, Florida Statutes, requires that at the conclusion of the first public hearing on the City's proposed tax rate and budget, the City Commission: 1) adopt a tentative ad valorem millage rate for Fiscal Year 2006/07 operating purposes; and 2) the required Debt Service millage rate; this is accomplished by adopting a Resolution that includes the percentage increase or decrease over the "rolled-back" rate; and

**WHEREAS**, at this time the Administration would recommend that the City Commission set the second and final public hearing to consider the aforestated millage rates for Fiscal Year 2006/07.

# NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:

- (1) Pursuant to Section 200.065, Florida Statutes, there is hereby levied a tax for the Fiscal Year (FY) 2006/07, on all taxable and non-exempt real and personal property located within the corporate limits of the City of Miami Beach, Florida, as follows:
  - (a) For the purpose of operating the government of the City, the rate assigned amounts to <u>7.374</u> mills. Also included are appropriate reserves and contingencies, which are not limited to reserves for tax discounts and abatements of uncollected taxes.
    - The millage rate reflected is twenty five and six tenths percent (25.6%) greater than the "Rolled-back" rate of 5.872 mills.
  - (b) For the purpose of providing payment on the principal and interest portions of the General Obligation Bond Debt outstanding, the rate assigned amounts to <u>0.299</u> mills.

(2) The tentative adopted millage rates for the City of Miami Beach, Florida for FY 2006/07 are subject to a second and final public hearing, herein set for and to be held at 5:01 p.m., Thursday, September 21, 2006, in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

PASSED and ADOPTED this 6th day of September, 2006.

	MAYOR
ATTEST:	
CITY CLERK	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

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## **Condensed Title:**

A resolution of the Mayor and City Commission of the City Of Miami Beach, Florida, adopting tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07 subject to a second public hearing scheduled on Thursday, September 21, 2006 at 5:01 P.M.

## **Key Intended Outcome Supported:**

Ensure expenditure trends are sustainable over the long term Improve the City's overall financial Health and maintain overall bond rating Increase Community Satisfaction with City Services

#### Issue:

Shall the Mayor and City Commission adopt the attached resolution which adopts the tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07 and sets the date for the second public hearing.

## Item Summary/Recommendation:

The Mayor and City Commission should adopt the attached resolution which adopts the tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07 and sets the date for the second public hearing.

## **Advisory Board Recommendation:**

## **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1	\$237,673,096	General Fund Operating	
	2	6,561,271	G.O. Debt Service	
197	3	18,991,324	RDA Funds-Ad Valorem Taxes	
NX	4	120,332,386	Enterprise Funds	
	5	51,235,472	Internal Service Funds	
OBPI	Total	\$383,558,077*	* Net of Internal Service Funds	

#### City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Kahgl	-	9-3
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manage

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING TENTATIVE BUDGETS FOR THE GENERAL, RDA AD VALOREM TAXES, ENTERPRISE, AND INTERNAL SERVICE FUNDS FOR FISCAL YEAR 2006/07 SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT

5:01 P.M.

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the attached Resolution which establishes tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year (FY) 2006/07.

## **PROCEDURE**

As outlined in the companion Agenda Item R7A1, Section 200.065, Florida Statutes specifies the manner in which budgets are adopted. First, the tentative millage rate for both the general operating and debt service is adopted, then immediately thereafter, tentative budgets by fund are adopted. The attached Resolution adopting tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07 is therefore presented to you at this time for adoption.

#### **DECISION-MAKING PROCESS**

The budget development process has included participation from within and from outside City Hall. A Commission Retreat was held on April 28thth and 29th to provide preliminary budget information to the Commission and establish priorities. Additionally, budget briefings were held on June 1st and June 2nd to inform the Commission and the citizens of department expenditure requests for FY 2006/07. Further, and overview of the Proposed Operating Budget for FY 2005/06 was presented to the Finance and Citywide Projects Committee and to the Budget Advisory Committee on July 6th, 2006. The Budget Advisory Committee (BAC) reviewed major budget issues and trends and department expenditure requests and offered comments and suggestions throughout the process. In addition, this year we have been able to refine our strategic priorities with information obtained through focus groups held throughout the City in follow-up to the first-ever set of community surveys conducted in FY 2006/07.

The Proposed FY 2006/07 General Fund Operating Budget (Proposed General Fund Budget), net of the Redevelopment Agency (RDA), totals \$237.7million and reduces the overall combined millage rate from 8.073 to 7.673, an unprecedented reduction of 0.400 mills. For the average homeowner, this results in a reduction in taxes paid to the City of Miami Beach by \$30.75. Further, the combined millage rate overall is more than an entire 1.0 mills lower than it was in Fiscal Year 2000, and lower than most municipalities in Miami-Dade County.

In addition, the Proposed Operating Budget continues our focus on enhancing "value of services for tax dollars paid" by increasing the homeowners dividend from \$200 to \$300; providing fee relief in water, sewer, sanitation, and life safety inspections; enhancing free services to the community; providing over \$3.7 million in enhancements in the Proposed General Fund Operating Budget (and \$6 million across all departments) primarily in public safety, sanitation, landscaping and beautification, parks and cultural arts programming, and in the Building Department; and continues structural changes that enhance capital funding and reserves.

Increases in the cost of current service levels and the cost of enhancements increase the budget by percentages similar to prior years. Current service levels increase the budget by 8.1%, as compared to 7.2% and 7.5% in each of the last 2 years; enhancements increase the budget by 1.8% as compared to 2.3% and 1.9% in each of the last 2 years.

The Proposed General Fund Budget also absorbs the impact of the General Fund component of the pension restructure approved in 2006 of \$2.7 million.

Further, the Proposed General Fund Budget includes \$4.9 million for a Miami Beach Homeowners Dividend Fund to provide a return on investment to homesteaded property owners, an increase of \$1.6 million and absorbs \$1 million in cost of the impact of the County's fee increases to wholesale water and sewer rates. Finally, the Proposed General Fund Budget continues to enhance structural changes that will help ensure the long term financial sustainability of the City and ensure that our capital assets are fully funded. These initiatives represent an increase of \$3.6 million and increase the prior year General Fund budget by 1.7%.

Therefore, the total Proposed General Fund Operating Budget is \$237,673,096 which is \$29.7 million or 14.3% greater than the FY 2005/06 adopted budget of \$207,925,117.

Please see my attached transmittal letter for the FY 2006/07 City Of Miami Beach Proposed Operating Budget and Work Plan for specific details.

On July 12, 2006, the City Commission adopted Resolution #2006-26239 which set the proposed operating millage of 7.192 mills for General Operating, 0.182 mills for Capital Renewal & Replacement, and 0.299 mills for Debt Service. During the ensuing discussion, the Commissioners directed the Administration to refer a review of funding for senior citizens to the Neighborhood/Community Affairs Committee (Committee). It was the Administration's intention to present the requested information at a scheduled Neighborhoods/ Community Affairs Committee meeting, however, the meeting at which this item was to be presented was cancelled and another meeting is not scheduled before the budget consideration. Therefore, the information will be presented to you in the LTC format.

As summarized in the LTC, City senior programming and services have enjoyed an expansion from 33 registered seniors in 2004 to 145 in 05-06, which represents a 339% increase. It is estimated that through fiscal 06-07 we will have 175 seniors registered in our program and class enrollment for the 10 classes totals 185 seniors. Concurrently, the departmental expenditures for these programs have increased from an estimated \$65,000 in 2004 to \$85,000 in FY 2006/07.

The Parks & Recreation Department staff is continuously open to developing new programs

and services to better meet the needs of our senior residents. New program ideas currently being developed for the 2006/07 fiscal year include but are not limited to:

- Expanding the pick-up point for the Stepping Out activities to include a south stop such as Rebecca Towers, a middle Beach stop and the Stella Maris House in North Beach.
- A Mobile Senior Program designed to have Recreation Division staff go into these assisted living centers to provide activities.
- Provide transportation for seniors interested in going from designated location such as the Rebecca Towers to the PAL for yoga, water aerobics in the pool, computer class or other activities in the morning.
- In partnership with the Alliance on Aging to provide education and free health resources to seniors for a better physical and healthier lifestyle.

At present, the Recreation Division expends approximately \$85,000 annually for staffing, field trip admissions, transportation, supplies and materials for senior programming. Implementing the new programs envisioned above, the Division will spend an additional \$40,000 for additional part time staff, transportation services, field trip admissions and activity supplies. These costs are already contemplated in the proposed 06/07 fiscal year budget.

In addition to Recreation expenditures, annually the City Community Development Block Grant program (CDBG) allocates resources to senior citizen service agencies. In this grant year the City has allocated \$426, 450 directly towards the provision of services to seniors in the community.

Of special note is the funding that has been and will be allocated to the North Beach Senior Center in the event that the City Commission approves a Management and Operation Agreement with Unidad at the September 6, 2006 Commission meeting. In the CDBG funding for this calendar year \$250,000 has been allocated for the Senior Center and a total of \$300,000 has been allocated in previous years CDBG program funding. The Management and Operation agreement also commits an additional \$500,000 for resort tax eligible improvements at the Senior Center subject to approval of the proposed FY2006/07 Capital Budget.

In the aggregate the Parks and CDBG senior citizen funding totals \$1,351,450.

#### CONCLUSION

The Administration recommends adoption of the attached Resolution which establishes tentative budgets for General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07, subject to a second public hearing scheduled on Thursday, September 21, 2006 at 5:01 P.M.

JMG:KGB:JC

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RESOLUTION	NO	
VESCEDITON	NO	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING TENTATIVE BUDGETS FOR THE GENERAL, RDA AD VALOREM TAXES, ENTERPRISE, AND INTERNAL SERVICE FUNDS FOR FISCAL YEAR 2006/07 SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT 5:01 P.M.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City of Miami Beach hereby adopts tentative budgets for the General, RDA Ad Valorem Taxes, Enterprise, and Internal Service Funds for Fiscal Year 2006/07 as summarized and listed below, subject to a second public hearing scheduled at 5:01 P.M., Thursday, September 21, 2006.

REVENUES					
	GENERAL	RDA	ENTERPRISE	TOTALS	INTERNAL
					SERVICE
GENERAL OPERATING REVENUES				<b>*</b> 400 700 000	
Ad Valorem Taxes	\$ 136,782,868			\$ 136,782,868	
Ad Valorem Taxes-Capital Renew/Repl.	3,266,096			3,266,096	
Ad Valorem Taxes-S.Pointe Cap R & R.	258,990			258,990	
Ad Valorem Taxes-Normandy Shores	87,949			87,949	
Other Taxes	22,153,300			22,153,300	
Licenses and Permits	13,025,335			13,025,335	
Intergovernmental	11,160,640			11,160,640	
Charges for Services	7,490,350			7,490,350	
Fines and Forfeits	1,826,000			1,826,000	
Interest	5,300,000			5,300,000	
Rents and Leases	2,934,251			2,934,251	
Miscellaneous	6,013,515			6,013,515	
Other-Resort Tax contribution	19,571,309			19,571,309	
Other-Non Operating revenues	7,802,493			7,802,493	
Subtotal	\$ 237,673,096	•		\$ 237,673,096	
G.O. DEBT SERVICE		_'			
Ad Valorem Taxes	\$ 6,561,271			\$ 6,561,271	
Subtotal	\$ 6,561,271	-		\$ 6,561,271	
FUND TOTAL	\$ 244,234,367			\$ 244,234,367	
RDA FUND					
Ad Valorem Taxes-RDA City Center		\$ 18,991,324		\$ 18,991,324	
FUND TOTAL		\$ 18,991,324		\$ 18,991,324	
TONE TOTAL		<del> </del>		<del></del>	
ENTERPRISE FUNDS					
Convention Center/TOPA			\$ 16,630,117	\$ 16,630,117	
Parking			25,330,512	25,330,512	
Sanitation			14,793,905	14,793,905	
Sewer Operations			30,586,841	30,586,841	
Stormwater Operations			8,368,000	8,368,000	
Water Operations			24,623,011	24,623,011	
FUND TOTAL	•		\$ 120,332,386	\$ 120,332,386	
INTERNAL SERVICE FUNDS					
Central Services					\$ 861,167
Fleet Management					7,430,539
Information Technology					14,296,593
Property Management					9,082,496
Risk Management					19,564,677
FUND TOTAL					\$ 51,235,472
TOTAL ALL EUNIDS	¢ 244 224 267	£ 49.004.224	¢ 420 222 206	© 202 550 Å77	¢ 51 225 472
TOTAL - ALL FUNDS	\$ 244,234,367	\$ 18,991,324	\$ 120,332,386	\$ 383,558,077	\$ 51,235,472

MAYOR & COMMISSION   \$ 1.418,860   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,850   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,8552   \$ 1.418,855,454   \$ 1.418,850,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,859,464   \$ 1.428,8547   \$ 1.438,847   \$	APPROPRIATIONS			51,75500105	T07110	INTERNAL
ADMINISTRATIVE SUPPORT SERVICES CITY MANAGER COMMUNICATIONS 1,188,552 BLDGET & PERFORMANCE IMPROVE 1,985,126 FINANCE FINANCE PROCUMENT POPULY HUMAN RESOURCES 1,579,690 FISH Management LABOR RELATIONS 315,820 CITY CLERK Central Services CITY ATTORNEY 4,319,400 4,419,400 4,419,	DEPARTMENT/FUNCTION	GENERAL	RDA	ENTERPRISE	TOTALS	INTERNAL SERVICE
CITY MANAGER 2, 2328,805	MAYOR & COMMISSION	\$ 1,418,860			\$ 1,418,860	
Description	ADMINISTRATIVE SUPPORT SERVICES					
BUDGET & PERFORMANCE IMPROVE						
FINANCE		, ,				
Procurement   902,160   902,160   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   14,296,593   19,564,677   1,683,647   1,683,						
Information Technology   14,296,593   1,579,690   1,579,690   1,579,690   1,579,690   19,564,677   1,683,649   1,683,649   1,683,649   1,683,649   1,683,649   1,683,641   1,683,647   1						
HUMAN RESOURCES   1,579,690   1,579,690   1,579,690   18,584,677   1,883,647		902,160			902,100	14 296 593
19,564,677   1,683,647   1,6		1.579.690			1,579,690	11,200,000
LABOR RELATIONS 15,820 (1,683,647 (2,611,612) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,647 (2,611,613) (1,683,61		.,,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	19,564,677
Central Services	_	315,820			315,820	
CITY ATTORNEY	CITY CLERK	1,683,647			1,683,647	
ECONOMIC DEV. & CULTURAL ARTS Economic Development ECONOMIC DEVELOPMENT 915,191 BUILDING 8, 268,849 8,268,849 PLANNING 3,173,702 Cultural Arts TOURISM & CULTURAL DEVELOP. 3,212,468 CONVENTION CENTER/TOPA 16,630,117  OPERATIONS NEIGHBORHOOD SERVICES 5,846,042 PARKS & RECREATION 28,068,400 PUBLIC WORKS 7,033,709 POBLIC WORKS 7,033,709 Property Management 30,566,841 30,566,8	Central Services					861,167
ECONOMIC DevELOPMENT   915,191   915,191   8,268,849   8,268,849   8,268,849   9,240,000   3,173,702   3,173,703   3,173,703   3,173,703   3,173,709	CITY ATTORNEY	4,319,400			4,319,400	
ECONOMIC DEVELOPMENT 915,191 BUILDING 8,268,849 8,268,849 PLANNING 3,173,702 3,173,702 Cultural Arts TOURISM & CULTURAL DEVELOP. 3,212,468 CONVENTION CENTER/TOPA 16,630,117 16,630,117  OPERATIONS NEIGHBORHOOD SERVICES 5,646,042 PARKS & RECREATION 28,068,400 28,068,400 PUBLIC WORKS 7,033,709 7,033,709 Property Management 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 30,586,841 31,26,464 9ARKING 25,330,512 7,433,305 12,6464 9ARKING 25,330,512 7,430,539  PUBLIC SAFETY POLICE 75,252,774 75,252,774 FIRE 43,303,018 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 Normandy Shores District 135,254 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 11,792,612 11,792,612 17,800,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 1,600,000 1,400,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 1,600,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 7,500,000 Pay-Na-You-Go Capital Fund 1,400,000 Pay-Na-You-Go Capital Fun						
BUILDING 8,268,849 PLANNING 3,173,702 Cultural Arts TOURISM & CULTURAL DEVELOP. 3,212,468 CONVENTION CENTER/TOPA  OPERATIONS NEIGHBORHOOD SERVICES 5,646,042 PARKS & RECREATION 28,068,400 28,068,400 PUBLIC WORKS 7,033,709 Property Management 9,082,496 Sanitation 14,793,905 14,793,905 Sewer Operations 3,0,586,841 30,586,841 Stormwater Operations 4,623,011 24,623,011 CAPITAL IMPROVEMENT PROJECTS 3,126,464 PARKING 25,330,512 25,330,512 FLEET MANAGEMENT 90,000 PUBLIC SAFETY POLICE 75,252,774 FIRE 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 1,300,000 Other Accounts 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 Capital Reserve Fund 2,500,000 PISS Management 1,7,500,000 PISS PROSERVE PLACEMENT 7,500,000 PISS PLACEMENT 1,700,000 PISS PLACEMEN	•	915 191			915 191	
PLANNING Cultural Arts TOURISM & CULTURAL DEVELOP. CONVENTION CENTER/TOPA  OPERATIONS NEIGHBORHOOD SERVICES 5,646,042 PARKS & RECREATION PUBLIC WORKS 7,033,709 Properly Management Sanitation Sower Operations Sower Operations Stormwater Operations Water Operations ACAPITAL IMPROVEMENT PROJECTS FIRE  OPERATION  PUBLIC SAFETY POLICE 75,252,774 FIRE  CITYWIDE ACCOUNTS Capital investment & Upkeep 1,300,000 Chera Accounts T1,792,612 Transfers MB Homeowner's Dividend Fund 1,790,000 PAy-As-You-Go Capital Fund 1,000,000 PAy-As-You-Go Capital Fund 1,000,000 PAY-AS POINTE CAPITAL & REPLACEMENT 1,268,696 S,900 CAPITAL RENEWAL & REPLACEMENT 3,338,419 CAPITAL RENEWAL & REPLACEMENT 3,266,096 S,900 CAPITAL RENEWAL & REPLACEMENT 3,266,096 S,POINTE CAPITAL & REPLACEMENT 5,POINTE CAPITAL RE REPLACEMENT 5,POINTE CAPI		· ·			•	
TOURISM & CULTURAL DEVELOP. CONVENTION CENTER/TOPA  3,212,468 CONVENTION CENTER/TOPA  16,630,117  17,033,709  17,033,709  17,033,709  17,033,709  17,033,709  17,033,709  17,033,709  17,033,709  17,793,905  17,7						
CONVENTION CENTER/TOPA	Cultural Arts					
OPERATIONS         NEIGHBORHOOD SERVICES         5,646,042         5,646,042           PARKS & RECREATION         28,068,400         28,068,400           PUBLIC WORKS         7,033,709         7,033,709           Property Management         9,082,496           Sanitation         14,793,905         14,793,905           Sewer Operations         30,586,841         30,586,841           Stormwater Operations         8,368,000         8,368,000           Water Operations         24,623,011         24,623,011           CAPITAL IMPROVEMENT PROJECTS         3,126,464         25,330,512         25,330,512           PLEET MANAGEMENT         75,252,774         75,252,774         75,252,774           FIRE         43,303,018         43,303,018         43,303,018           CITYWIDE ACCOUNTS         2,000,000         2,000,000         1,300,000           Normandy Shores District         135,254         135,254         135,254           Operating Contingency         1,300,000         1,300,000         1,300,000           Other Accounts         11,792,612         11,792,612         11,792,612           Transfers         MB Homeowner's Dividend Fund         4,900,000         2,500,000         2,500,000           Pay-As-You-Go Capital Fun	TOURISM & CULTURAL DEVELOP.	3,212,468			3,212,468	
NEIGHBORHOOD SERVICES	CONVENTION CENTER/TOPA			16,630,117	16,630,117	
NEIGHBORHOOD SERVICES	OPERATIONS					
PARKS & RECREATION		5.646.042			5.646.042	
PUBLIC WORKS 7,033,709 Property Management Sanitation 14,793,905 14,793,905 Sewer Operations 30,586,841 30,586,841 Stormwater Operations 8,368,000 8,368,000 Water Operations 24,623,011 24,623,011 CAPITAL IMPROVEMENT PROJECTS 3,126,464 PARKING 25,330,512 25,330,512 FLEET MANAGEMENT 75,252,774 FIRE 43,303,018 75,252,774 FIRE 43,303,018 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 Normandy Shores District 135,254 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 Capital Reserve Fund 2,500,000 7,500,000 Info & Comm Technology Fund 1,400,000 Risk Management Fund 1,000,000 Risk Management Fund 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & 258,990  7,033,709 9,082,496 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 14,793,905 17,430,539 17,430,5						
Sanitation	•	• •				
Sewer Operations   30,586,841   30,586,841   Stormwater Operations   8,368,000   8,368,000   Water Operations   24,623,011   24,623,011   24,623,011   3,126,464   PARKING   25,330,512   25,330,512   FLEET MANAGEMENT   7,430,539    PUBLIC SAFETY   POLICE   75,252,774   75,252,774   FIRE   43,303,018   43,303,018    CITYWIDE ACCOUNTS   Capital Investment & Upkeep   2,000,000   2,000,000   Normandy Shores District   135,254   135,254   135,254   Operating Contingency   1,300,000   1,300,000   Other Accounts   11,792,612   11,792,612   Transfers   MB Homeowner's Dividend Fund   4,900,000   2,500,000   Pay-As-You-Go Capital Fund   7,500,000   1,400,000   1,400,000   Risk Management Fund   1,000,000   1,000,0	Property Management					9,082,496
Stormwater Operations   8,368,000   8,368,000   Water Operations   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   24,623,011   25,330,512   25,330,512   7,430,539	Sanitation					
Water Operations       24,623,011       24,623,011       3,126,464         CAPITAL IMPROVEMENT PROJECTS       3,126,464       3,126,464       25,330,512       25,330,512       7,430,539         PUBLIC SAFETY         POLICE       75,252,774       75,252,774       75,252,774       FIRE       43,303,018       43,303,018       CITYWIDE ACCOUNTS       2,000,000       2,000,000       Normandy Shores District       135,254       135,254       135,254       135,254       135,254       Operating Contingency       1,300,000       1,300,000       1,300,000       Other Accounts       11,792,612       Transfers       In Fig. 11,792,612       11,792,612       Transfers       In Fig. 12,500,000       2,500,000       2,500,000       2,500,000       2,500,000       2,500,000       2,500,000       1,000,000       1,400,000       1,400,000       1,400,000       1,400,000       1,400,000       1,400,000       1,400,000       1,000,000       1,600,000	•					
CAPITAL IMPROVEMENT PROJECTS 3,126,464 25,330,512 25,330,512 FLEET MANAGEMENT 7,430,539  PUBLIC SAFETY FOLICE 75,252,774						
PARKING FLEET MANAGEMENT  PUBLIC SAFETY POLICE 75,252,774 75,252,774 FIRE 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 Normandy Shores District 135,254 Operating Contingency 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 Capital Reserve Fund 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 Risk Management Fund 1,000,000 Risk Management Fund 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R  25,330,512 25,330,512 7,430,539 7,430,539 7,430,539 7,430,539 43,303,018		0.400.404		24,623,011		
PUBLIC SAFETY POLICE 75,252,774 75,252,774 FIRE 43,303,018 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 2,000,000 Normandy Shores District 135,254 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 4,900,000 Capital Reserve Fund 2,500,000 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 1,400,000 Risk Management Fund 1,000,000 1,400,000 Risk Management Fund 1,000,000 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R 258,990 258,990		3,126,464		25 220 542		
PUBLIC SAFETY POLICE 75,252,774 75,252,774 FIRE 43,303,018 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 2,000,000 Normandy Shores District 135,254 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 4,900,000 Capital Reserve Fund 2,500,000 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 7,500,000 Info & Comm Technology Fund 1,400,000 1,400,000 Risk Management Fund 1,000,000 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R 258,990 258,990				23,330,312	20,000,012	7.430.539
POLICE 75,252,774 FIRE 75,252,774 FIRE 43,303,018  CITYWIDE ACCOUNTS Capital Investment & Upkeep 2,000,000 Normandy Shores District 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers MB Homeowner's Dividend Fund 4,900,000 Capital Reserve Fund 2,500,000 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 7,500,000 Info & Comm Technology Fund 1,400,000 Risk Management Fund 1,000,000 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R 258,990 258,990	· EEE · · · · · · · · · · · · · · · · ·			,		1,100,000
FIRE       43,303,018       43,303,018         CITYWIDE ACCOUNTS         Capital Investment & Upkeep       2,000,000       2,000,000         Normandy Shores District       135,254       135,254         Operating Contingency       1,300,000       1,300,000         Other Accounts       11,792,612       11,792,612         Transfers       WB Homeowner's Dividend Fund       4,900,000       4,900,000         Capital Reserve Fund       2,500,000       2,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419         CAPITAL RENEWAL & REPLACEMENT       3,266,096       3,266,096         S.POINTE CAPITAL R & R       258,990       258,990						
CITYWIDE ACCOUNTS  Capital Investment & Upkeep 2,000,000 2,000,000  Normandy Shores District 135,254 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612  Transfers  MB Homeowner's Dividend Fund 4,900,000 4,900,000 Capital Reserve Fund 2,500,000 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 7,500,000 Info & Comm Technology Fund 1,400,000 1,400,000 Risk Management Fund 1,000,000 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R 258,990 258,990						
Capital Investment & Upkeep       2,000,000         Normandy Shores District       135,254         Operating Contingency       1,300,000         Other Accounts       11,792,612         Transfers       11,792,612         MB Homeowner's Dividend Fund       4,900,000         Capital Reserve Fund       2,500,000         Pay-As-You-Go Capital Fund       7,500,000         Info & Comm Technology Fund       1,400,000         Risk Management Fund       1,000,000         11% Emergency Reserve Contribution       3,338,419          CAPITAL RENEWAL & REPLACEMENT       3,266,096         S.POINTE CAPITAL R & R       258,990	FIRE	43,303,018			43,303,018	
Normandy Shores District 135,254 Operating Contingency 1,300,000 1,300,000 Other Accounts 11,792,612 11,792,612 Transfers  MB Homeowner's Dividend Fund 4,900,000 4,900,000 Capital Reserve Fund 2,500,000 2,500,000 Pay-As-You-Go Capital Fund 7,500,000 7,500,000 Info & Comm Technology Fund 1,400,000 Risk Management Fund 1,000,000 1,000,000 11% Emergency Reserve Contribution 3,338,419  CAPITAL RENEWAL & REPLACEMENT 3,266,096 S.POINTE CAPITAL R & R 258,990 258,990	CITYWIDE ACCOUNTS					
Operating Contingency       1,300,000       1,300,000         Other Accounts       11,792,612       11,792,612         Transfers       4,900,000       4,900,000         MB Homeowner's Dividend Fund       2,500,000       2,500,000         Capital Reserve Fund       2,500,000       7,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419     CAPITAL RENEWAL & REPLACEMENT  S.POINTE CAPITAL R & R  258,990  258,990	Capital Investment & Upkeep	2,000,000			2,000,000	
Other Accounts       11,792,612       11,792,612         Transfers       MB Homeowner's Dividend Fund       4,900,000       4,900,000         Capital Reserve Fund       2,500,000       2,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419     CAPITAL RENEWAL & REPLACEMENT S.POINTE CAPITAL R & R 258,990 258,990	Normandy Shores District	135,254			135,254	
Transfers         MB Homeowner's Dividend Fund       4,900,000       4,900,000         Capital Reserve Fund       2,500,000       2,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419    CAPITAL RENEWAL & REPLACEMENT          S.POINTE CAPITAL R & R       258,990       258,990	Operating Contingency	1,300,000			1,300,000	
MB Homeowner's Dividend Fund       4,900,000       4,900,000         Capital Reserve Fund       2,500,000       2,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419    CAPITAL RENEWAL & REPLACEMENT S.POINTE CAPITAL R & R 258,990 258,990		11,792,612			11,792,612	
Capital Reserve Fund       2,500,000       2,500,000         Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419         CAPITAL RENEWAL & REPLACEMENT       3,266,096       3,266,096         S.POINTE CAPITAL R & R       258,990       258,990					4.000.000	
Pay-As-You-Go Capital Fund       7,500,000       7,500,000         Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419         CAPITAL RENEWAL & REPLACEMENT       3,266,096       3,266,096         S.POINTE CAPITAL R & R       258,990       258,990						
Info & Comm Technology Fund       1,400,000       1,400,000         Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419       3,338,419         CAPITAL RENEWAL & REPLACEMENT       3,266,096       3,266,096         S.POINTE CAPITAL R & R       258,990       258,990						
Risk Management Fund       1,000,000       1,000,000         11% Emergency Reserve Contribution       3,338,419         CAPITAL RENEWAL & REPLACEMENT       3,266,096         S.POINTE CAPITAL R & R       258,990	·					
11% Emergency Reserve Contribution       3,338,419         CAPITAL RENEWAL & REPLACEMENT S.POINTE CAPITAL R & R       3,266,096         258,990       258,990	•					
CAPITAL RENEWAL & REPLACEMENT       3,266,096         S.POINTE CAPITAL R & R       258,990         258,990       258,990	=					
S.POINTE CAPITAL R & R 258,990 258,990 258,990						
		•				
Subtotal \$ 237,673,096 \$ 0 \$ 120,332,386 \$ 358,005,482 \$ 51,235,472	S.POINTE CAPITAL R & R	258,990			258,990	
	Subtotal	\$ 237,673,096	\$ 0	\$ 120,332,386	\$ 358,005,482	\$ 51,235,472

APPROPRIATIONS - continued	GENERAL	RDA	ENTERPRISE	TOTALS	INTERNAL
DEPARTMENT/FUNCTION	OLIVE	110/1			SERVICE
G.O.DEBT SERVICE Debt Service Subtotal	6,561,271 \$ 6,561,271			6,561,271 \$ 6,561,271	
RDA FUND RDA City Center		\$ 18,991,324 \$ 18,991,324		\$ 18,991,324 \$ 18,991,324	
TOTAL - ALL FUNDS	\$ 244,234,367	\$ 18,991,324	\$ 120,332,386	\$ 383,558,077	\$ 51,235,472
PASSED and ADOPTED this 6 <sup>th</sup> day of <u>September, 2006</u> .					

EST:	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Eity Attorney OV

Date



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Jorge M. Gonzalez, City Manager Tel: 305-673-7010 , Fax: 305-673-7782

July 12, 2006

Honorable Mayor David Dermer and Members of the City Commission:

I am pleased to submit for your consideration the Proposed Operating Budget and Work Plan for the Fiscal Year (FY) 2006/07, commencing on October 1, 2006 and ending on September 30, 2007 (Proposed Operating Budget). Balancing the priorities of the community with the need to ensure long term sustainability is increasingly important. While the City has experienced unprecedented growth in assessed values in recent years, it would not be prudent to envision that the recent rate of growth can be sustained long into the future. Further, the effects of the current and expected economic environment are reflected in the Proposed Operating Budget. These include the rising cost of property insurance, fuel and electricity, inflation, and resulting pressures on employee salaries. In addition, the dramatic change in the City since 1980 and the unique nature of our vibrant, urban City continues to result in greater demand for services. Our average daily population of over 163,000 is almost double the resident population and has grown steadily since first measured in 2000, resulting in greater demand for sanitation and public safety services. Similarly, costs associated with special events continue to increase. In FY 2006/07 we are already planning for several major events, including the Super Bowl, Memorial Day 2007, Bike Week, Spring Break, etc. Therefore, this Proposed Operating Budget continues to promote fiscally prudent practices, and supports our Strategic Plan Key Intended Outcomes of "ensuring expenditure trends are sustainable in the long term" and "improving overall financial health and maintain bond rating".

The Proposed FY 2006/07 General Fund Operating Budget (Proposed General Fund Budget), net of the Redevelopment Agency (RDA), totals \$237.7 million and reduces the overall combined millage rate from 8.073 to 7.673, an unprecedented reduction of 0.400 mills. For the average homeowner, this results in a <u>reduction</u> in taxes paid to the City of Miami Beach by \$30.75. Further, the combined millage rate overall is an entire 1.0 mills lower than it was in FY 1999/00, and lower than most municipalities in Miami-Dade County.

The proposed millage reduction represents the largest reduction in more than 15 years

In addition, the Proposed Operating Budget continues our focus on enhancing "value of services for tax dollars paid" by increasing the homeowners dividend from \$200 to \$300; providing fee relief in water, sewer, sanitation, and life safety inspections; enhancing free services to the community; providing over \$3.7 million in enhancements in the Proposed General Fund Operating Budget (and \$6 million across all departments) primarily in public safety, sanitation, landscaping and beautification, parks and cultural arts programming, and in the Building Department; and continues structural changes that enhance capital funding and reserves. I would like to thank the Mayor and Commission for your guidance and direction throughout the budget process and the City staff who contributed greatly to this effort.

#### CONTINUE TO ADDRESS PRIORITIES IDENTIFIED BY THE COMMUNITY

The recommendations made in the Proposed Operating Budget for FY 2006/07 are aligned with and support the City's Strategic Plan adopted by the Commission in 2005 to address priorities identified through surveys of our residents, businesses and community organizations and those from the more recent focus groups in 2006. The recommendations also address priorities identified through an environmental scan of the City's demographics, socioeconomics, and service workloads and performance data. A summary of our Citywide Work Plan aligning Citywide initiatives for FY 2006/07 and resulting budget impacts is attached for your review along with the highlights presented below.

#### **Cleaner and Safer**

Key Intended Outcomes:

- · Increase resident ratings of Public Safety services
- Maintain crime rates at or below national trends

Addition
of 22 new
police
officers
over the
next two
years

The resident surveys revealed that safety is one of the top quality of life factors for our residents. I am proposing the addition of 22 new officers over the next 2 years, 17 of which are incorporated in this year's Proposed Operating Budget. Following the recommendations of the recently completed staffing study for our Police Department, the Proposed Operating Budget includes 13 new officers for recently implemented 4th shift with duty hours from 8pm to 6am with an additional 5 to be added in FY 2007/08; 2 new ATV units on the beaches at night, and 2 new motor units to assist the Parking Department with traffic enforcement. Together with the midnight shift deployments that occurred in FY 2005/06, planned refinements to shift hours, and redeployment of 2 community policing officers from the redevelopment district officers, 27 officers

will be available on the 4th shift between the hours of 8pm and 6am as compared to 7 currently.

These officers will supplement those already assigned in the afternoon and evening and, together with community policing officers, will provide a staffing level of 71 officers available between the hours of 10pm and 2am. Further, 47 of these officers will be deployed in the South Beach area,

providing for more proactive assignments and reducing the need for officers to respond to calls for service from the mid-beach and north beach districts.

In addition, the City will expand the Neighborhoods contact program initiated in FY 2005/06, expand lifeguard coverage by adding 3 new lifeguard stands at 5<sup>th</sup> Street, Lincoln Road, and 18<sup>th</sup> Street and fund a new quality assurance position for fire inspections. With the addition of the 3 lifeguard stands 100% of our publicly accessible beaches will be covered by lifeguard towers.

## Key Intended Outcomes:

- Improve cleanliness of Miami Beach rights-of-way, especially in business areas
- Improve cleanliness of Miami Beach waterways

Cleanliness of streets remains a top priority for our residents and businesses. We have significantly expanded services in recent years, enhancing service along Washington Avenue from 5th Street to Lincoln Road, the Flamingo Park area, Lincoln Road between Washington and Collins Avenue Harding Avenue from 79th Street to Indian Creek, including Abbott, Byron and Carlyle (five days per week), the Beach and Boardwalk zones, and 41st Street and 71st Street. Through our recently implemented cleanliness assessment program we are beginning to see results from these initiatives, but further improvement is still needed. This is further supported by benchmark data from comparable cities that indicate that our resources dedicated to sanitation are low. The Proposed Operating Budget incorporates the following enhancements to ensure the cleanliness of our rights-of-way and public areas:

Expanded sanitation services for commercial and entertainment areas, alleys, parking lots and the beaches

New roving litter squads in midbeach and north beach

- Expanded sanitation services on Washington Avenue, Lincoln Road, and Ocean Drive, including a new entertainment shift;
- Enhanced service levels in alleys citywide and City parking lots;
- Roving litter squads in each of mid-beach and north beach;
- Enhanced beach cleanliness through the addition of new sandsifting equipment, and enhanced sanitation services from 14th street to S. Pointe; and
- Additional funds for waterway cleaning.

These enhancements will bring us more in line with our comparable benchmark cities.

# More Beautiful and Vibrant; Mature and Stable; Unique Historic and Urban Environment

Key Intended Outcomes:

 Increase resident satisfaction with the level of code enforcement; Ensure compliance with code enforcement within a reasonable timeframe

The Proposed Operating Budget absorbs funding for code enforcement positions previously funded by Community Development Block Grant (CDBG) funds and adds a code ombudsman position to assist in problem resolution, expedite special master cases, and provide quality assurance oversight.

## Key Intended Outcome:

- Maintain Miami Beach public areas and rights-of-way, especially in business areas
- Ensure all historically significant structures and districts are considered for local designation by the Commission; Protect historic building stock:

A half
million in
new
funding
for
replacing
trees

Funding for landscaping and beautification continues to be a priority. Landscape stock has been replaced in needed areas, including: Julia Tuttle interchange, Collins Avenue, MacArthur Causeway, Sunset Harbour Streetscape, Pinetree/Flamingo Bark Parks, Marseille Drive, and Lincoln Road Tree/Palm replanting. The Proposed Operating Budget continues funding replacement of landscaping, pavers, up-lighting, etc. through the Capital Investment Upkeep Account and provides additional funding for replacing landscaping and trees damaged or destroyed by hurricanes. Additional funding is also proposed for an inspector position to allow follow-up inspections to monitor compliance with plan requirements after a project is complete.

#### Key Intended Outcomes:

- Increase satisfaction with recreational programs
- Increase satisfaction with neighborhood character and increase satisfaction with development and growth management across the City

In addition to maintaining the free programs and access to facilities implemented in FY 2005/06, the Proposed Operating Budget expands the scholarship program to traveling athletic leagues, provides a reduced fee for intramural athletic leagues for residents, increases funding for the teen club, and expands hours of operation at Flamingo Park Pool as a result of the lighting improvements that will be in place by the end of FY 2005/06. Further, enhancements to after school and summer camp programs ensure that our camps provide a program consistent with recommendations from the Children's Trust, provide a uniform level of service between programs funded by the Children's Trust and programs funded by the City, and cover literacy and the cultural arts, in addition to other athletic and recreation programs. The

New programs
offer children
enrolled in our
parks afterschool and
summer
programs
weekly classes in
visual or
performing arts

City of Miami Beach has received over \$600,000 in funding from the Children's Trust to fund these enhancements and offset other program related costs for after school and summer camps at the North Shore Youth Center over the past 2 years, in addition to almost \$200,000 in funding received for truancy intervention programs. Over \$700,000 in additional funding is approved for the next year.

## Key Intended Outcome:

Reduce the number of homeless

Much has been accomplished in the last several years, with the census count for the number of homeless in the City declining from 314 in November 2000 to 218 in January 2006. Despite these decreases, homelessness remains a major concern throughout the City. In FY 2006/07, the City will continue our enhanced funding of approximately \$500,000 per year for homeless services from prior years, including partnering with Citrus Health to provide a coordinated approach to addressing mental health issues often associated with the chronically homeless. Further, the Proposed Operating Budget includes funding for the purchase of 2 treatment beds for placement of homeless persons with mental health or drug addiction issues.

## Cultural, Entertainment and Tourism Capital

Key Intended Outcomes:

- Increase community rating of cultural activities
- Improve availability and accessibility of major events

The City continues to expand support of the arts in recent years, providing \$643,000 for grants in FY 2006/07 and focusing on arts for our children as well as family-oriented cultural activities. Anticipated new programs include a partnership with Arts for Learning to offer each of the selected park sites a resident artist who will teach up to 4 classes per week ,divided up according to age and/or grade levels and offering children enrolled in our parks after-school and summer program weekly classes in visual or performing arts. The type of program (for example visual, dance, theater, music) to be offered will depend largely upon the site's ability to facilitate the class. In addition, a new, free "Music in the Parks" series will provide monthly concerts.

## International Center for Innovation in Culture, Recreation and Business

Key Intended Outcome:

Make City more business friendly

New positions added in Building Department to improve customer service and reduce wait times

Under the direction of a new Building Department Director, the Proposed Operating Budget includes positions to reduce the number of open Temporary Certificates of Occupancy and number of overdue re-certifications, reduce the backlog of building plan reviews, and reduce response time to Answer Center requests. In addition, positions will be added to improve customer service, particularly the ability to help expedite wait times. Technology

upgrades, including a more customer-friendly inquiry system, and upgrades to the wireless devices for inspections to allow greater flexibility in adapting the software to a changing environment, allow the department to track reasons for rejections, and provide the ability to view on-line the daily inspections assigned to each Building inspector. These technology upgrades will be funded from the Building Department Training and Technology Fund.

## Well-Improved Infrastructure

Key Intended Outcomes:

- Maintain or improve traffic flow
- Ensure well designed quality capital projects
- Ensure well-maintained facilities and well-maintained infrastructure

Along with, and related to, growth management, traffic flow is one of our community's major concerns. In FY 2006/07 we will continue to focus on traffic flow enforcement related to vehicles blocking traffic lanes for deliveries, vehicles blocking intersections, etc.; developing our coastal communities master plan to evaluate how best to address traffic concerns; and implementing pedestrian and bike path enhancements and bicycle rack needs to include in our capital program, providing alternatives to the large portion of our community who do not use a car as their primary mode of travel.

Our priority is to continue to expedite the City's capital improvement program. In the last year alone, we have completed the Colony Theatre, Fairway Park Lighting, Lummus Park Restroom, Maurice Gibb Memorial Park, North Shore Open Space Park Improvements, 18th Street Streetend and Beach Connector, Espanola Way Reconstruction, Sunset Harbour Stormwater Pump Stations, and Washington Avenue Streetscape. In addition to funding new positions, the Proposed Operating Budget continues the annual funding of the Capital Reserve Fund to help ensure that projects are not delayed due to funding shortfalls, and provides funding for the capital pay-as-you-go fund. Together with other sources of funds, such as Quality of Life, South Pointe and City Center capital funds, People's Transportation funds, etc., this will allow funding of several important projects in FY 2006/07, including full funding for the Normandy Shores Golf Course clubhouse, cart barn, maintenance facilities and course restrooms, and development of transportation improvements such as enhanced cross walks, speed monitors and countdown signals.

In FY 2004/05 the city began two important initiatives: (1) funding of the Capital Renewal and Replacement Reserve for general fund facilities; and (2) initiation of assessments of our facilities to identify and plan for both renewal and replacement needs, as well as the more routine maintenance, both of which are continued in FY 2006/07. In addition, the Proposed Operating Budget continues to fund a citywide pavement assessment and repair program, broken sidewalk replacement, a regular maintenance program for outfall and catch basin cleaning as well as adding funding for street light maintenance and assessments.

## **Communications, Customer Service and Internal Support Functions**

Key Intended Outcomes:

- Enhance external and internal communications from and within the City
- Increase resident satisfaction with employee contact
- Expand hours and service through e-government
- Improve processes through information technology
- Ensure expenditure trends are sustainable over the long term and improve the City's overall financial health and maintain overall bond rating
- · Attract and maintain a quality workforce
- Increase overall community satisfaction with City Service

We have also prioritized Key Intended Outcomes to ensure the long-term sustainability of our City government, including improved communications with our residents, ensuring financial sustainability and ensuring that we have the best possible employees to deliver services to our community. The Proposed Operating Budget includes funding to enhance the availability of city services and processes that can be accessed and transacted via the internet, and enhances our technology infrastructure through continued funding of the Information and Communications Technology Fund. Further, the Proposed Operating Budget funds organizational development focusing on leadership development, a results-oriented organizational culture, technology skills, process improvement and performance management.

#### INCREASE LA XRAYER VALUE EOR SERVICES

While our community satisfaction levels were overall very favorable, "Value of City Services for Tax Dollars Paid" was a key driver for residents' perceptions by residents and businesses of the City of Miami Beach as a place to live, and their perceptions of whether City government is meeting their needs. The FY 2006/07 Proposed Operating Budget continues to focus on increasing the value of services for taxes paid by the community as outlined below. In addition, the Proposed Operating Budget also includes funding for a set of follow-up community surveys in 2007.

Increasing the "value of services for taxes paid" continues to be our focus

#### Millage Reduction

'07 millage is almost half the level of '87 millage The Proposed Operating Budget also significant tax relief to both residents and business owners in Miami Beach by reducing the overall combined millage rate by 0.400 mills. This represents a reduction of \$30.75 of taxes paid to Miami Beach by the average residential property owner. The Proposed Budget represents the largest millage

reduction in more than 10 years while at the same time enhancing services.

#### Miami Beach Homeowners Dividend

The Adopted Operating budget for FY 2005/06 incorporated the Miami Beach Homeowners Dividend Fund proposed by Mayor David Dermer during his 2005 State of the City address to provide a mechanism for a return-on-investment to homesteaded property owners that reside in the City of Miami Beach. In April 2006, each Miami Beach year-round homeowner received a return of \$200. The Proposed Operating Budget incorporates continued funding for this program and increases the amount of the return to \$300. The estimated impact of this program is \$4.9 million, to be funded from non ad valorem revenues such as franchise fees, utility taxes, occupational licenses, interest earnings, fines, etc.

\$300 Dividend for Homeowners

#### Fee Relief for Businesses and Residents

As the City of Miami Beach continues to prosper, the Proposed Operating Budget also focuses on businesses by providing a one-time relief in the fees paid for life safety inspections. This is an annual fee that is paid by businesses that hold an occupational license. It is proposed that this fee be suspended next year as the General fund has sufficient revenues to offset the related expenses.

The Proposed Operating Budget absorbs the impact of increases in water and sewer wholesale rates charges to cities for FY 2005/06 which the County has allowed to be deferred until FY 2006/07. In effect, the Proposed Operating Budget absorbs a charge of \$0.29 per thousand gallon for households and businesses — equivalent to \$38 per household for the average residential customer - an increase that otherwise would have been passed on to households, as well as to our businesses.

Further, for the second year in a row, the Proposed Operating Budget also absorbs the impact of contractual CPI increases in payments to the contractor responsible for the collection and disposal of waste from single and multi-family households in the City, as well as Miami-Dade County's disposal fee increases. In effect, the Proposed Operating Budget absorbs a \$8.40 per household fee increase that otherwise would have been passed on to these households, for a total of \$17 per household over the past 2 years.

Average household saves \$77 due to reduced tax rate and absorbing fee increases in water, sewer and sanitation

## Free or Reduced Fee Offerings for Residents

The Proposed Operating Budget continues to add benefits specifically for City of Miami Beach residents, including:

- A new, free "Music in the Parks" series;
- Expanded access to free cultural arts programs (theater, dance, music and visual arts) for children involved in after school and summer camps;
- Elimination of the residential alarm permit fee; and
- Expansion of scholarship programs for traveling athletic leagues.

These benefits are in addition to some our residents currently enjoy, including:

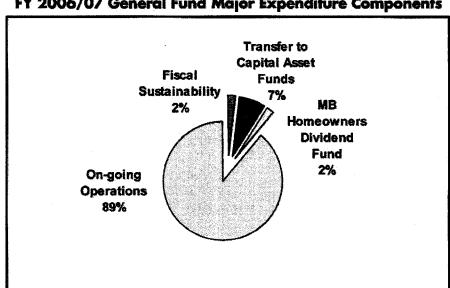
- Free access to City pools on weekends and during non-programmed hours;
- Free general admission to our Youth Centers on weekends and during non-programmed hours, including both Youth Centers seven days per week;
- Free Family Saturday Nights at one of our park facilities four times per year families are welcomed, free of charge, to experience special activities;
- Free Learn-to-Swim programs for 3 to 4 year old residents;
- Expanded scholarship programs for specialty camps in the summer, in addition children to participating in day camps;
- Free "family friendly" Movies in the Park;
- Special programming by the Miami City Ballet for the Miami Beach community, including a new contemporary dance series;
- Free admission to museums on Miami Beach, including the Bass and Wolfsonian Museums every day and the Jewish Museum on Wednesdays, Fridays and Saturdays;
- Free "Fundays" residents are welcomed to experience special activities, games, and food at some of our Parks facilities including North Shore Park and Youth Center, the Scott Rakow Youth Center/Ice Rink, and Flamingo Park pool;
- Free bi-annual Sports Expo for our residents -hosted in fall and spring, residents have an
  opportunity to register for sports programs offered throughout the year games and activities
  (bounce house, climbing wall, music, inflatable slide, etc.) are provided;
- Free access to the majority of our senior citizen programs and special populations programs, including several free dances that take place throughout the year;
- Free of charge play at the Par 3 golf course for all residents;
- Free crime analysis of residents' homes by our Police Department; and
- Free child safety seat checks by our Fire Department.

## MARTAN GRUGTBALCHANGER FORTE

The Proposed budget continues to strengthen funding for structural changes incorporated in the FY 2005/06 budget as follows:

- Continues the annual transfer of \$2.5 million to the City's Capital Reserve to fund unforeseen capital project costs throughout the year;
- Provides for a \$7.5 million transfer to maintain the pay-as-you-go component of the capital budget, an increase of \$2.5 million from the prior year;
- Continues the annual \$1.5 million transfer to the Capital Investment Upkeep Fund for nonfacility related upkeep (landscape renewal and restoration, replacement of up-lighting and pavers, etc.), and funds an additional \$0.5 million to begin a comprehensive reforestation program to replace trees lost through hurricanes in the last 2 years;
- Provides a \$1.4 million transfer for the Information and Communications Technology Fund;
- Maintains the \$1 million transfer to the Risk Management Fund as part of the multi-year plan to continue to address funding shortfalls in the reserve for claims against the City;
- Continues to provide \$3.3 million in funding for the City's 11% emergency reserve; and
- Provides for the first time \$200,000 towards hazard mitigation funding to be used to supplement grants received for shutters, generators, etc.

These structural improvements continue to ensure that the General Fund Budget is comprised of almost 89% for on-going operations, and a little more than 11% for structural components that help ensure long term sustainability of the City and value for our residents. While ensuring greater value for our resident, and a continuous reinvestment in our City's assets, this continues to provide flexibility in the future, and the ability to more easily adapt to changing economic conditions.



FY 2006/07 General Fund Major Expenditure Components

#### GENERAL FUND FINANCIAL SUMMARY

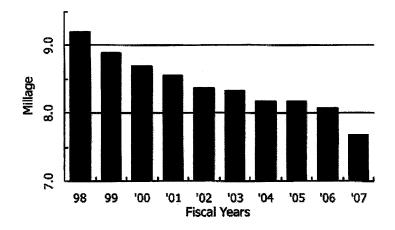
The General Fund is the primary source of funding for the majority of City services. Revenues are derived from ad valorem property taxes, franchise and utility taxes, business license and permit fees, revenue sharing from various statewide taxes, user fess for services, fines, rents and concession fees and interest income. Additionally, intergovernmental revenues from Miami-Dade County and Resort Taxes contribute funding for tourist-related activities provided by General Fund departments.

#### **General Fund Revenues**

As in past years, the largest increase in budgeted revenues for FY 2006/07 comes from ad valorem property tax, which includes a levy for the general operations of the City, a levy for a Capital Renewal and Replacement reserve, as well as a levy for the debt service on outstanding general obligation bonds. This budget reduces the overall combined millage for the City by 0.400 mills from 8.073 to 7.673, the largest reduction in the past 10 years.

The City's FY 2006/07 operating millage for general operations is reduced to the rate of 7.192 mills, a decrease of 0.107 mills. The funding for the General Fund Capital Renewal and Replacement Reserve is maintained at 0.182 mills, and the Debt Service Millage is 0.299, a reduction of 0.293 mills. The combined millage rate overall is an entire 1.0 mills lower than it was in Fiscal Year 1999/00.

#### **Overall Combined Tax Rates**



#### **Property Values and Ad Valorem Taxes**

According to the 2006 Certification of Taxable Value received from the Miami-Dade County Property Appraisers Office, the taxable value for the City of Miami Beach increased from \$17.45 billion (preliminary taxable value as of January 1, 2005) to \$22.74 billion as of January 1, 2006. This included over \$786 million in new construction. This preliminary taxable value represents an increase of \$5.3 billion or 30.3% over 2005's preliminary taxable value and \$5.5 billion and

32% over 2005's final taxable values of \$17.23 billion, and represents another record setting year.

The comparative taxable values for the Miami Beach Redevelopment Agency City Center redevelopment district increased from \$2.27 billion to \$3 billion, an increase of \$733 million, a 32.3% increase in values over 2005 values.

The Proposed Operating Budget continues to include the impacts of the expiration of the South Pointe redevelopment district as of September 30, 2005. With the expiration of the district, and pursuant to the 2001 and 2003 amendments to the Convention Development Tax (CDT) Interlocal Agreement with Miami-Dade County, one half of the City ad valorem revenues previously

The South Pointe redevelopment district was the most successful redevelopment district in the State of Florida to date

restricted to the South Pointe redevelopment district became available for use Citywide. Further, the Amended CDT Interlocal Agreement provides for additional intergovernmental revenues for a limited number of years that can be used to offset CDT or municipal resort tax type eligible expenditures. The South Pointe redevelopment district was the most successful redevelopment district in the State of Florida to date. Assessed values increased from \$59 million when the district was established in 1976 to almost \$2.2 billion when the district expired, and \$2.9 billion as of January 1, 2006 – an increase of \$731 million and 34% over 2005 values. The Proposed Operating Budget continues to provide funding for operating costs previously funded through this redevelopment district.

The Proposed reduced millage rate of 7.192 mills for general City operations will generate ad valorem tax revenues of \$157.82 million, \$35 million more than the prior year levy of \$122.88 million, reflecting a 28% increase. The impact of reducing the millage by 0.107 mills is net of \$2.35 million.

Of the total citywide ad valorem general operating tax revenues of \$157.82 million:

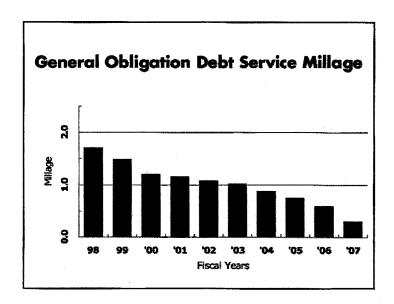
- \$18.52 million will be transferred to the Redevelopment Agency for the City Center Redevelopment district;
- \$7.72 million is restricted for operating expenditures within the geographic area formerly known as the South Pointe redevelopment district; and
- \$2.52 is transferred for capital projects within that geographic area.

The net result is an increase in the General Fund ad valorem operating revenue available for use Citywide from \$101.45 million in FY 2005/06 to \$129.06 million for FY 2006/07, an increase of \$27.61 million, or 27% increase in General Fund ad valorem revenues.

Of the \$129.06 million, \$9.21 million are equivalent to the tax increment revenues that would have been transferred to the South Pointe redevelopment district tax had it still been in place.

## **General Obligation Debt Service Fund**

The general obligation debt service payment for FY 2006/07 is approximately \$6.56 million, reflecting a decrease of \$3.4 million. These bonds require the levy of a reduced debt service millage of 0.299 mills, a reduction is 0.293 mills from the prior year. This is 50% less than the FY 2005/06 rate of 0.592 mills and a cumulative decrease of 1.185 mills since the \$92.465 million General Obligation Bond Referendum in FY 1999. This decrease is due to the increase in assessed property values, the reduction in outstanding principal and lower interest rates on more recent debt issues. Further, the reduced rate provides capacity to address important capital needs that could arise in the future should it be needed.



## Millage for Capital Renewal and Replacement

In FY 2004/05, the City established a restricted account for the renewal and replacement of the City's General Fund facilities to extend the useful life or replace equipment whose useful life has expired. Project specific appropriations from the fund are reviewed and approved each year by the City Commission as part of the budget process, and are used exclusively for those capital expenditures that help to extend or replace the useful life of our facilities. The Proposed Operating Budget for FY 2006/07 maintains the level of Renewal and Replacement millage at 0.182 mills.

Ad valorem revenues restricted to the City's Capital Renewal and Replacement Reserve will increase from \$2.529 million to \$3.266 million, an increase of \$0.74 million or 29% due to increased property values. An additional \$0.26 million in renewal and replacement revenues is restricted to the South Pointe area, and \$0.5 million is included for renewal and replacement in the City Center budget.

## Impact on the Homesteaded Properties

The chart below illustrates the changes in overall combined millage:

	Overall Combined City of Miami Beach Tax Millage		
	FY 2005/06	FY 2006/07	Inc/(Dec)
General Operating	7.299	7.192	(0.107)
Renewal & Replacement	0.182	0.182	0.000
Total Operating Millage	7.481	7.374	(0.107)
Debt Service	0.592	0.299	(0.293)
TOTAL	8.073	7.673	(0.400)

Amendment 10 to the State Constitution took effect on January 1, 1995 and limited the increase in assessed value of homesteaded property to the percentage increase in the consumer price index (CPI) or three percent (3%), whichever is less. For 2006, the CPI has been determined to be 3.4 percent and, therefore, the increase is capped at 3 percent for increased values as of January 1, 2006. The \$25,000 homestead exemption is applied after the increase in value as follows: the average assessed value of residential property as of January 1, 2006 in Miami Beach was estimated at \$239,990, that value is increased by the 3 percent to a new value of \$247,190. The homestead exemption of \$25,000 is then deducted, yielding a taxable value of \$222,190 and an increase of \$7,200 in taxable value over the prior year. Despite these increases in assessed values, there is net decrease of \$30.75 in the estimated taxes that "the average homeowner" will pay to the City of Miami Beach next year.

The County has proposed a decrease in their property tax rate, but changes in tax rates for other jurisdictions are unknown at this time. None-the-less the \$30.75 decrease in taxes paid to the City of Miami Beach by the "average homeowner", will offset increases in taxes paid to other jurisdictions. Using tax rates known at this time, the changes in taxes paid is estimated as follows:

Changes in Tax Millage & Assessment to "Average Homeowner"				
Taxing Jurisdiction	FY 2006/0	FY 2006/07 Changes		
	Millage	Taxes		
City of Miami Beach				
Operating	(0.107)	\$28.78		
Capital Renewal & Replacement	0.000	1.31		
Debt Service	0.293	(60.84)		
Total Savings	(0.400)	\$(30.75)		
Other Jurisdictions:				
Miami-Dade County (Countywide, Library, Debt & Children's Trust)	(0.060)	\$37.31		
School Board	0.000	60.75		
Other	0.000	<u>5.31</u>		
Total increase to County, School Board and Others	(0.060)	\$103.3 <i>7</i>		
Total Combined Change	(0.460)	\$72.62		

For homesteaded property owners, in addition to decreases in the City portion, the increases in taxes levied by other jurisdictions are more than offset by the \$300 Miami Beach Homeowners Dividend Fund payment to year-round homeowners.

#### Other General Fund Revenues

Resort tax revenues transferred to the General Fund for tourism-related expenditures are anticipated to remain at \$19.6 million, the same as in the FY 2005/06 budget, to help offset tourism-related services provided by General Fund departments. Although occupancy rates and annual revenue per available room continue to be at record levels, the Proposed Operating Budget takes into account anticipated reduced resort taxes from 2 major hotels due to the Fountainebleau hotel closure and the Eden Roc hotel renovation, as well as any unknown effects of hurricanes.

Interest revenues are projected at \$5.3 million, approximately an increase of \$1 million over the FY 2005/06 budget, primarily due to increased interest rates. Franchise fees and utility taxes are projected to increase by \$1.4 million based on current revenue trends, primarily due to increased electrical rates. Licenses/permits and sales tax revenues are increased by \$1 million each, based on FY 2005/06 trends. The FY 2005/06 General Fund Budget included approximately \$2.9 million intergovernmental revenues, pursuant to the Amended CDT Interlocal Agreement, that were used to offset CDT or municipal resort tax type eligible expenditures. In FY 2006/07 these revenues are used to fund capital projects within the South Pointe area.

## **General Fund Expenditures**

Increases in the cost of current service levels and the cost of enhancements increase the budget by percentages similar to prior years, despite the impacts of current economic conditions such as the rising cost of property insurance, fuel and electricity, the impact of inflation on employee salaries, increases in special event costs, etc. Current service levels increase the budget by 8.1%, as compared to 7.2% and 7.5% in each of the last 2 years; enhancements increase the budget by 1.8% as compared to 2.3% and 1.9% in each of the last 2 years. Details of proposed enhancements are contained in the attached City of Miami Beach Work Plan for FY 2006/07.

In addition, the Proposed General Fund Budget absorbs the impact of the General Fund component of the pension restructure approved in 2006. The total restructure was estimated to cost the City \$4.5 million, and the General Fund component is \$2.7 million.

Further, the Proposed General Fund Budget includes \$4.9 million for a Miami Beach Homeowners Dividend Fund to provide a return on investment to homesteaded property owners, an increase of \$1.6 million and absorbs \$1 million in cost of the impact of the County's fee increases to wholesale water and sewer rates. Finally, the Proposed General Fund Budget continues to enhance structural changes that will help ensure the long term financial sustainability of the City and ensure that our capital assets are fully funded. These initiatives represent an increase of \$3.6 million and increase the prior year General Fund budget by 1.7%.

## FY 2006/07 Operating Budget Highlights

		% Increase over
		prior year Adopted
	Budget	Budget
FY 2005/06 Adopted Budget	\$ 207,925,117	
FY 2006/07 Proposed Budget - Major Changes		
Maintaining Current services	\$ 16,940,264	8.1%
Pension Restructure	2,715,000	
Service Enhancements	3,652,111	1.8%
Impact of Internal Service Fund Enhancements	209,724	0.1%
Increase in Homeowners Dividend	1,630,880	0.8%
Absorbing Partial FY 2005/06 WASD fee impact	1,000,000	0.5%
Structural Enhancements	3,600,000	1.7%
Total FY 2006/07 Proposed Operating Budget	\$ 237,673,096	

Therefore, the total Proposed General Fund Operating Budget is \$237,673,096 which is \$29.7 million or 14.3% greater than the FY 2005/06 adopted budget of \$207,925,117.

#### ENTERPRISE EUROS

Enterprise Funds are comprised of Sanitation, Water, Sewer, Stormwater, Parking, and Convention Center Departments. The Proposed FY 2006/07 Enterprise Fund Budget is \$120.3 million including enhancements. This represents an increase of \$12.6 million from the FY 2005/06 Enterprise Fund Budget. Increases in current service level costs are primarily as the result of increases in Miami-Dade County wholesale water and sewer rates, salaries and benefits including one-time pension benefits, offset by deferred water and sewer debt payments due to refunding water and sewer bonds. Approximately \$2.9 million in enhancements are proposed, with over \$1.9 million for Sanitation improvements offset by \$0.4 million in equipment loan financing. In addition, approximately \$1.0 million in the Parking Fund primarily for the cost of the police department motor units and the payment to Sanitation for enhanced cleaning of parking lots. These are offset by approximately \$1.1 million in increased intergovernmental revenues received through the Amended CDT Interlocal Agreement for sanitation services along major thoroughfares, walkways, alleys, parking lots and beaches throughout the City.

## internal support services

Internal Support Services are comprised of the Central Services, Fleet Management, Information Technology, Risk Management and Property Management Divisions. The Proposed FY 2006/07 Internal Service Fund budget is \$51.2 million. This represents an increase of \$5.1 million from the FY 2005/06 budget. The current service level increases are primarily the result of increases in salaries and benefits, fuel, increased software maintenance, and additional property insurance.

This includes approximately \$300,000 in enhancements, primarily in information technology. These costs are completely allocated to the General Fund and Enterprise Fund departments.

## RESORT LAX BUDGET

The Proposed FY 2006/07 Resort Tax budget is \$35.9 including a \$19.6 million transfer to the General Fund for tourism-related services provided by General Fund departments, \$5.8 million for operating expenditures and debt service and \$3 million is transferred for quality of life capital projects and the arts. In addition, \$5.3 million and \$1.4 million are transferred to the Greater Miami Convention and Visitors Bureau and Miami Beach Visitors Convention Authority, respectively; \$400,000 is funded for a Miami Beach marketing campaign; and \$400,000 is funded in contingency. The Resort Tax marketing funds will be added to by contributions from the Greater Miami Convention and Visitors Bureau, The Miami Beach Visitors Convention Authority, and the Cultural Arts Council to market Miami Beach as a local destination.

#### CONCLUSION

Although the development of our budget this year has been rigorous, through fiscal prudence and good leadership, the Proposed Operating Budget and Work Plan for FY 2006/07 is balanced and enables the City of Miami Beach to continue delivering outstanding, enhanced services to our residents, businesses and visitors, while reducing the overall tax rate, providing a return for homesteaded property owners, providing fee relief, and continuing structural enhancements to ensure the long-term sustainability of the City.

#### ACKNOWLEDGEMENES

The development of this year's Proposed Operating Budget has taken a great deal of time, energy, and hard work. I would like to thank you, Mayor Dermer, and the Members of the Miami Beach City Commission, for your continued guidance, support and leadership with the budget process and in helping to accomplish so much on behalf of our residents and the entire Miami Beach community. Together, we continue to make Miami Beach a world-class city and a better place for everyone to live, work, visit and play.

I would also like to thank all our employees for their continued commitment to the City's mission of providing excellent public services and working so hard to help accomplish so many positive results that benefit the entire community. Finally, I would like to thank all staff from throughout the City who worked so hard to ensure that this year's process resulted in a fiscally prudent and balanced budget. I would particularly like to thank my Assistant City Managers, Chief Financial Officer, and all Department and Division Directors. I appreciate all of us working together to accomplish our goals.

I would also like to thank our Central Services Division. They have provided tremendous support, not only in the preparation of this budget document but throughout the entire budget development process.

More specifically, I would like to recognize and thank Kathie Brooks, Director of the Office of Budget and Performance Improvement (OBPI), Jose Cruz, Budget Officer, Carmen Carlson, William Gonzalez and Joseph Reilly, Senior Management and Budget Analysts, Management Consultants Jorge Fraga and Isabel Stillone, as well as Paula Calderon and Sailyn Arce-Christiansen, Office Associates. OBPI has worked particularly hard to facilitate greater input and direction from the City Commission and all City departments in developing the Proposed Operating Budget, as well as ensuring that we continue to focus on our community's priorities and measurable results.

Respectfully submitted,

Jorge M. Gonzalez City Manager

## CITY OF MIAMI BEACH FY 2006/07

#### PROPOSED WORK PLAN

## MISSION, VISION, STRATEGIC PRIORITIES, AND FY 2006/07 INITIATIVES

The City of Miami Beach continues to make great strides in accomplishing our mission of providing excellent public service and safety to all who live, work, visit and play in our vibrant, tropical, historic community; and in achieving our vision of becoming a community that is cleaner and safer; more beautiful and vibrant; mature and stable with a well-improved infrastructure; a unique historic, urban environment; a cultural, entertainment and tourism capital; and an international center for innovation in culture, recreation and business. By staying focused on our mission, vision and strategic priorities, the City has achieved a great deal.

In FY 2005/06 we introduced several major initiatives to address the priorities of the community:

- In the second quarter of FY 2005/06 over 3,000 contacts were made with residents and with businesses through the new police "neighborhoods contacts" program
- Ocean rescue response capability was expanded by adding ATVs at five lifeguard stations and replacing lifeguard towers
- Improved cleanliness throughout the City.
- Landscape restoration projects have been completed at several sites, with other in various stages of progress including but not limited to: Julia Tuttle; Collins Avenue; MacArthur Causeway; Sunset Harbour Streetscape; Pinetree/Flamingo Bark Parks; Marseille Drive; Lincoln Road Tree/Palm replanting; Star Island, Palm/ Hibiscus Islands, 5th Street, Washington Avenue South of 5th Street; 41st Street, North Shore Streetscape; Allison Island; and Espanola Way.
- New and expanded recreational programming has
  - Increased participation in our senior scenes club from 75 to 200, in our Teen Club at North Shore Youth Center to 100 teens;
  - Provided 6 movies per year as part of our free movies in the parks series;
  - Provided 291 scholarships for intramural athletics, gymnastics, and summer specialty camps as of June 1, 2006;
  - Provided free-of-charge "Learn to Swim" programs to 89 3 to 4-year old residents in the first 4 months of operation; and
  - Expanded cultural offerings free-of-charge to participants in our after school programs and summer camps, including free band participation, animation of their drawings through the "Little Director program, field trips to plays, violin lessons through the Youth Symphony, etc.
- Expanded support of the arts, providing \$587,000 in grants in FY 2005/06.

- Created a one stop lien shop consolidating building, code, finance and fire lien functions, in addition to 8 positions added to the Building Department in mid FY 2004/05.
- Expedited implementation of bikeways and pedestrian walkways throughout the City with a new bike pedestrian network coordinator.
- Expedited plan review and project management for our capital improvement program with several construction projects completed to date this year (Colony Theatre, Fairway Park Lighting, Lummus Park Restroom, Maurice Gibb Memorial Park, North Shore Open Space Park Improvements, 18th Street Streetend and Beach Connector, Espanola Way Reconstruction, Sunset Harbour Stormwater Pump Stations, and Washington Avenue Streetscape) and more in construction (Water/Wastewater Pump Station Upgrades, additional Convention Center Restroom and ADA Improvements, Fire Station Nos. 2 and 4, Oceanfront Restroom at 46th Street and 64th Street, and Normandy Isle Park and Pool).
- Increased maintenance levels at City facilities including identification of multi-year assessments of 17 buildings as of June 2006 (City Hall, Old City Hall, the Police Building, 21st Street Community Center, 777 Building, Bass Museum, Convention Center, Theatre of the Performing Arts, Miami City Ballet building, Little Acorn Bandshell and Theatre, Fire Stations 1 and 3, North Shore Youth Center, South Shore Community Center, and Miami Beach Golf Course Clubhouse) completed capital renewal and replacement projects totaling approximately \$1.2 million and began renovations of historic City Hall.
- Replaced over 1,000 linear feet of sidewalk, paved 3,000 linear feet of streets and alleyways, and rebuilt 15 sidewalks to be ADA compliant.
- Implemented a regular maintenance program for outfalls and catch basins cleaning over 240,000 linear feet of stormwater lines.

While we have accomplished much in the last five years, our community surveys, focus groups, environmental scan and benchmark data continue to provide insight into areas that the city can focus on and improve even further. We have used this information to develop measurable performance goals to achieve over the next few years (Key Intended Outcomes – KIO's).

The following section highlights our initiatives and enhanced funding levels for next fiscal year to address these priorities.

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
	Increase resident ratings of Public Safety services	<ul> <li>Continue FY 05 enhanced community policing in the RDA districts and expand to the non-RDA areas</li> <li>Develop police neighborhoods contact program</li> <li>Enhance emergency preparedness and management</li> <li>Increase Police Officer safety, productivity and accountability.</li> <li>Evaluate additional lighting in business/commercial areas</li> <li>Expand lifeguard coverage area</li> </ul>	<ul> <li>(\$775,000 Service Enhancement)</li> <li>Expands the Neighborhoods contact program initiated in FY 2005/06, increasing the number of annual contacts from 11,000 to 14,400</li> <li>Continues to expand lifeguard coverage by adding 3 new lifeguard stands at 5th St., Lincoln Road and 18th St.</li> <li>Adds a quality assurance position for fire inspections</li> <li>Enhances Fire Department training by funding overtime for backfill</li> </ul>
	Maintain crime rates at or below national trends	<ul> <li>Develop system to provide timely information on types of crime by geographic segments of the community to allow more timely tactical deployment in response to "hot spots"</li> <li>Pursue implementation of major recommendations from the 2006 Police Staffing Study</li> <li>Continue education outreach with nightclubs, bars, etc. on crime prevention strategies to reduce crimes against their patrons</li> </ul>	<ul> <li>(\$172,000 Service Enhancement):</li> <li>Completes implementation of an overlay midnight shift from Thursday through Sunday, particularly in the entertainment district and RDA by adding 13 officers next year 5 additional the following for a total of 18 new officers over the next 2 years</li> <li>Adds 2 ATV police officers for the Beach to cover Thursday through Sunday evenings and nights from 3pm to 1 am</li> </ul>
Cleaner / Safer	Improve cleanliness of Miami Beach rights of way especially in business areas	<ul> <li>Continue FY 05 initiatives related to the City Center RDA, South Pointe project area, Mid Beach and North Beach commercial districts</li> <li>Continue and enhance FY 05 initiative to provide enhanced level of service on major thoroughfares, especially in business areas – focus on alleys with coordination by Code Compliance and Sanitation</li> <li>Use contractors to supplement City staff to meet peak sanitation service requirements during major events</li> <li>Expand enforcement related to commercial handbills and flyers</li> <li>Research methods to improve timeliness of bulk waste pick ups</li> <li>Improve enforcement of instances when bulky waste is placed outside more than 24 hours prior to pickup</li> <li>Expand community outreach and education, including available options for disposal of bulky waste</li> <li>Expand the 1st Weekend of the Month Neighborhood Pride Program</li> <li>Research options for bulk pick-ups for multifamily buildings</li> <li>Continue FY 05 initiative to provide 'Class A' level of service on major thoroughfares</li> <li>Continue public area cleanliness assessments</li> <li>Complete centralization of cleanliness functions within the Sanitation Department</li> </ul>	<ul> <li>(\$1.8 million Service Enhancement - \$400,000 financed through Equipment Loan Program):</li> <li>Expands sanitation services on Washington Avenues, Lincoln Road, and Ocean Drive from 5 to 7 days/nights per week and including an entertainment shift from 3am to 11am</li> <li>Expands litter control services in alleys citywide</li> <li>Enhances service levels for City parking lots</li> <li>Adds roving litter squads in each of mid-beach and north beach</li> <li>Enhances beach cleanliness through the addition of new sandsifting equipment, and enhanced sanitation services from 14<sup>th</sup> Street to S. Pointe</li> </ul>

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
Cleaner / Safer	Improve cleanliness of Miami Beach waterways	<ul> <li>Identify waterway hot-spots for additional clean-up activities and contract for debris removal from inland waterways to enhance service (Collins Canal, Indian Creek dead end, etc.)</li> <li>Provide community outreach and education on the impact of illegal dumping/littering on our waterways</li> </ul>	(\$100,000 Service Enhancement):     Further expands funding for waterway cleaning based on new contract for services
lent	Increase resident satisfaction with level of code enforcement	<ul> <li>Re-analyze deployment of personnel to ensure Code Compliance staff coverage (7 days/24 hours per day)</li> <li>Examine mechanisms to provide effective coverage and enforcement for complaints received through the Answer Center and PSCU</li> </ul>	(\$225,000 Service Enhancement)     Adds a Code Ombudsman to assist in problem resolution, expedite special master cases, provide quality assurance oversight, etc.     Absorbs funding for 2 code enforcement officers and
storic Environm	Ensure compliance with code within reasonable time frame	<ul> <li>Enhance methods/systems available for tracking response times and follow-up</li> <li>Revise Special Master process to expedite code cases</li> </ul>	administrative overhead previously funded by Community Development Block Grant (CDBG) funds  Continues to fund the graffiti remediation program citywide, remediation of overgrown vacant lots
table Residential Community, Urban and Historic Environment	Maintain Miami Beach public areas & rights of way especially in business districts	<ul> <li>Enhance landscape maintenance, particularly in business areas</li> <li>Maintain a Capital Investment Upkeep Account with a recurring source of funding to address routine recurring expenses based on a predefined plan needed to sustain non-facility capital improvement projects, including landscaping, up-lighting, pavers, etc.</li> <li>Develop a Citywide reforestation plan</li> <li>Continue to develop an inventory and replacement schedule for all City-owned trees and landscaping, as well as provide plan reviews focused on green space</li> <li>Develop criteria for public area appearance rating scale and methodology for periodic sampling</li> </ul>	<ul> <li>(\$600,000 Service Enhancement)</li> <li>Adds funding for continuing the enhanced hedge around the Miami Beach golf course</li> <li>Adds a landscaper supervisor partially funded by the Parking Department,</li> <li>Adds funding for enhanced landscape maintenance as new capital projects such as S. Pointe Park, anticipated to come on line in FY 2006/07</li> <li>(\$0.5 million Structural Change)</li> <li>Increases funding for the Capital Investment Upkeep Account to continue to restore landscape stock and replace landscaping and trees damaged or destroyed by hurricanes</li> </ul>
Beautiful and Vibrant, Mature Stabl	Ensure all historically significant structures, sites, and districts are considered for local designation by the	<ul> <li>Maintain a list of sites to be considered for protection</li> <li>Develop a list of buildings within the City that need to be protected categorized by level of risk, and develop criteria for frequency of</li> </ul>	(In current service level)     Additional structures and districts will continue to be presented to the Commission for designation consideration     Continue monitoring of buildings that need to be protected (categorized by level of risk)
Beautif	Commission  Protect historic building stock	inspection, etc. to minimize demolition by neglect	
	Increase satisfaction with neighborhood character	Enhance enforcement around construction sites regarding litter, impacts on public property, and traffic impacts	(\$85,000 Service Enhancement)     Add a position for follow-up inspections to monitor compliance with plan requirements

on age	Key Intended	EV 2000/07 City-vide Initiation	Proposed FY 2006/07 Budget
Vision Linkage	Outcome:	FY 2006/07 Citywide Initiatives	Resource Allocation (new funding \$'s)
	Increase satisfaction with development and growth management across the City	<ul> <li>Complete FY 05 Initiatives (e.g. Impact Fee Consultant Study and use of 2 additional planners to focus on growth management, concurrency, neighborhood open space, and landscape planning)</li> </ul>	
Stable Residential Community, Urban and Historic Environment (continued)	Increase satisfaction with recreational programs	<ul> <li>Expand programming hours for recreation programs</li> <li>Expand programming for teens, adults and seniors</li> <li>Expand free access to youth centers for Miami Beach residents</li> <li>Expand scholarships for specialty camps and traveling athletic leagues</li> <li>Expand arts and culture programming in the Parks</li> </ul>	<ul> <li>(\$240,000 Service Enhancement)</li> <li>Expands the scholarship program to traveling athletic leagues</li> <li>Provides a reduced fee for intramural athletic Leagues for residents</li> <li>Increases funding for the teen club</li> <li>Add a position to help staff nighttime coverage 7 days a week at Flamingo Park Pool as a result of the lighting of the facility that will be in place by the end of FY 2005/06</li> <li>Provides for enhancements to after school and summer camp programs at Scott Rakow Youth Center, Flamingo Park, North Shore Park and Youth Center, and Muss Park that include providing snacks, books for literacy, and social skills (consistent with recommendations from the Children's Trust and providing a uniform level of service between programs funded by the Children's Trust and programs funded by the City)</li> </ul>
9	Reduce the number of homeless	<ul> <li>Education and outreach to inform the public of recent accomplishments</li> <li>Citywide campaign for churches and businesses on how to assist homeless (Operation Home Shore). Target low end hotels with at-risk occupants</li> <li>Coordinate with Homeless Outreach, Police department, and judicial systems to enable full enforcement of Quality of Life issues (i.e. habitual offenders, trespassing, etc.)</li> <li>Pursue methods to address mental health issues among the homeless</li> </ul>	<ul> <li>(\$36,500 Service Enhancement)</li> <li>Continues enhanced funding for homeless services from prior years, including partnering with Citrus Health to provide a coordinated approach to addressing mental health issues often associated with the chronically homeless.</li> <li>Adds funding for the purchase of 2 treatment beds for placement of homeless persons with mental health or drug addiction issues</li> </ul>
Beautiful and Vibrant, Matu	Increase access to workforce or affordable housing	Maximize retention of existing housing stock, especially among the elderly	(In current service level)  • Maintains existing resources for upgrading multi-family rental housing, purchasing and rehabilitating first time homebuyer units, down payment assistance to low-income homebuyers, and rehabilitation of low income and owner-occupied units
	Increase resident satisfaction with availability of commercial service options	Research alternative strategies for incentives	(In current service level)

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
Cultural, Entertainment and Tourism Capital	Increase community rating of cultural activities	<ul> <li>Ensure growth in funding for the arts</li> <li>Continue to fund operations and capital for local performing arts centers</li> <li>Continue and expand communication &amp; marketing to residents &amp; targeted groups, including development of a co-promotion fund</li> <li>Promote availability of family-friendly cultural activities and events</li> <li>Maximize potential use of Byron Carlyle, Colony, Jackie Gleason Theatre, Little Acorn Theatres, and other potential venues in the City</li> </ul>	<ul> <li>(\$300,000 Service Enhancement)</li> <li>Add funding for a monthly music in the parks series</li> <li>Expands arts and culture programming in our schools and in our parks after school and summer camps anticipated through a partnership with Arts for Learning that will offer each of the selected park sites a resident artist who will teach up to 4 classes per week in the divided up according to age and/or grade levels. Such that each child enrolled in the arts portion of the parks program will receive one visual or performing arts class per week. The type of program (e.g. visual, dance, theater, music) to be offered will depend largely upon the site's ability to facilitate the class.</li> <li>Provides funding to offset the increased cost of security guard service at the Bass Museum</li> </ul>
Cultural,	Improve availability and accessibility of major events	Improve communication & marketing to targeted residents/groups for upcoming events     Target key events for slow periods     Continue to improve logistics management of events to minimize disruption, traffic, debris, noise     Maximize utilization and upkeep of Miami Beach Convention Center     Ensure resident benefits from permitted special events	<ul> <li>(In current service level)</li> <li>Provides funding for special events including Super Bowl 2007</li> <li>Continues permitting requirement for special events in Miami Beach with focus on public benefit for Miami Beach residents</li> </ul>
International Center for Innovation in Culture Recreation and Business	Make City more business friendly	Identify industry benchmarks, best practices, and recommendations for improvements and technology improvements and implement recommendations     Enhance distribution and access to information on business process to community     Inventory other City processes for potential preliminary improvement and identify bottlenecks	<ul> <li>(\$757,000 Service Enhancement)</li> <li>Adds 4 positions to reduce the number of open or expired Temporary Certificates of Occupancy and number of overdue re-certifications, reduce the backlog of building plan reviews, and reduce response time to Answer Center requests.</li> <li>Adds 3 positions to improve customer service, particularly the ability to help expedite wait times</li> <li>Technology upgrades including a more customer-friendly inquiry system, and upgrades to the wireless devices for inspections to allow greater flexibility in adapting to a changing environment, allow the department to track reasons for rejections, and provide the ability to view on-line the daily inspections assigned to each inspector</li> </ul>
Interna	Enhance Access to labor pool	Work with major employers and various entities (i.e. UNIDAD, South Florida Commuter Services) to evaluate potential strategies	(In current service level)

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation
Visible of the structure	Maintain or improve traffic flow	<ul> <li>Continue FY 05 initiative to work with the Planning Department to ensure funds are adequately captured to fund the existing Mobility Plan (MMP)</li> <li>Work with County to expedite implementation of technology to improve timing of lights</li> <li>Expand existing mobility strategy (parking vs. streets, etc.) through the Coastal Communities Transportation Master Plan, including identification of new MMP projects</li> <li>Complete FY 05 Impact Fee study to develop a Major Use Special Permit review process to supplement or replace the existing concurrency management system</li> <li>Expedite development and implementation of comprehensive bike paths/recreation corridors/ and walkway plan for Miami Beach</li> <li>Update existing traffic baseline level of service study</li> <li>Partner with Miami-Dade Transit to educate public on available transit options</li> <li>Increase traffic enforcement in business districts to improve traffic flow (loading zone, double parking, blocking the intersection, etc.)</li> <li>Develop and implement marketing plan for parking and traffic</li> <li>Pursue implementation of Walker Parking Study recommendations for development sites in the North Beach, Cultural Campus areas, South Pointe Park, City Hall Garage, New World Symphony Garage, and other opportunities</li> <li>Acquire land where possible for additional</li> </ul>	(\$459,000 Service Enhancement)  • Adds 2 motor police officers to be assigned full-time to the Parking Department along with the addition of 5 Parking Operations supervisors to deploy a cooperative effort for traffic flow enforcement related to vehicles blocking traffic lanes for deliveries, vehicles blocking intersections, etc. This is partially offset by anticipated revenues  • Prioritizes several pedestrian and bike path enhancements and bicycle rack needs to be included in our capital program
	Ensure well- designed quality capital projects	parking  Continue implementation of FY 05 initiatives to expedite: review of construction documents, legal issues, invoice processing, and field inspections  Streamline program management  Implement best-value procurement concepts for selection of design professionals and constructions services  Enhance coordination with public and private development projects  Expand public outreach and information regarding capital projects status, etc.  Maintain a capital reserve fund to address unforeseen needs in approved capital projects  Maintain a Pay-as-you-go capital fund with an annual funding contribution as a continuous reinvestment in City infrastructure  Maintain a capital improvement steering committee process for prioritization of proposed new capital projects	<ul> <li>(\$77,000 Service Enhancement)</li> <li>Adds a Capital Projects Coordinator in to manage Public Works projects including the North Beach Recreational Corridor</li> <li>(\$2.5 million Structural Change)</li> <li>Continues the annual funding transfer to the capital reserve to ensure that projects are not delayed due to funding shortfalls</li> <li>Increases the annual funding transfer to the capital pay-as-you-go fund to be used for projects such as the Normandy Shores Golf Course club house, restrooms, maintenance building, and cart barn; Flamingo Park sports lighting, Julia Tuttle Baywalk, etc.</li> </ul>

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
	Ensure well- maintained facilities	Complete facility condition assessments on all City facilities     Maintain a capital replacement renewal and reserve with a dedicated source of funding for general fund facilities and to identify and implement required projects as scheduled     Evaluate funding capital renewal and replacement funds in all enterprise and internal service funds	<ul> <li>(In current service level)</li> <li>Increases the annual funding for the General Fund Capital Renewal and Replacement Fund for a total funding of \$3.3 million for projects that extend the useful life of General Fund facilities</li> <li>Continues funding for FY 2006/07 to complete assessments on 13 additional buildings</li> </ul>
ucture (continued)	Ensure well- maintained infrastructure	<ul> <li>Continue outsourcing initiatives to augment inhouse capacity</li> <li>Expedite drainage improvement projects, particularly in South Beach</li> <li>Update Stormwater Master Plan</li> <li>Complete implementation of a new infrastructure management software application for Water, Sewer &amp; Stormwater; implement Geographic Information Systems (GIS) application.</li> </ul>	<ul> <li>(\$125,00 Service Enhancement)</li> <li>Adds funding for street light maintenance and assessments</li> <li>Continues to provide for a citywide pavement assessment and repair program, broken sidewalk replacement, as well as a regular maintenance program for outfall and catch basin cleaning</li> </ul>
Well Improved Infrastructure (continued)		<ul> <li>Complete a full assessment of roads, sidewalks, curbing, and lighting</li> <li>Develop and implement criteria for assessment and methodology for periodic sampling</li> <li>Expedite CIP projects and process for roads, sidewalks and curbing citywide</li> <li>Work with Miami-Dade County to expedite implementation of sidewalk improvements on County roads programmed as part of the PTP program</li> </ul>	
	Preserve our beaches	Develop initial assessment to determine which beach areas are candidates for sand renourishment     Work with Miami-Dade County to develop a Beach Master Plan for beach preservation, including development of a Miami-Dade County Master Plan for Sand/Beach renourishment     Increase federal lobbying to secure funding     Enhance beach cleanliness through coordination with the County	(In current service level)

Vision Linkage	Key Intended Outcome:	• FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
Supporting Outcomes to Sustainability of Vision	Enhance external and internal communications from and within the City	<ul> <li>Centralize and enhance Communications functions within the City of Miami Beach</li> <li>Evaluate published materials for consistency with brand and messages</li> <li>Provide Citywide training on effective communications (e-mails, presentations, media, etc.)</li> <li>Continue to publish and mail a community newsletter to all Miami Beach residents and maximize other means of communication including Citypage, MBTV-77, neighborhood newsletters, etc.</li> </ul>	<ul> <li>(\$20,000)</li> <li>Provides funding for annual notification of expired permits to property owners</li> <li>Continues enhancement of all communications functions within the City through newly centralized Communication Department, including a regular advertising page in local newspapers (CitiPage), a bi-monthly newsletter (MB Magazine), and expanded cable programming</li> <li>(\$46,000)</li> <li>Replacement communications equipment for the Commission chambers will be funded from the Information and Communications Technology Fund</li> </ul>
	Increase resident satisfaction with employee contact	<ul> <li>Provide on-going training similar to the Leadership Academy to Answer Center and subsequently to other front line employees including key contacts for each function in department</li> <li>Research software to provide knowledge-based information and train Answer Center and other frontline employees regarding same</li> <li>Continue service shopper initiative</li> <li>Provide feedback reports and training to departments with an average service shopper score of less than 4</li> </ul>	(In current service level)
Suppo	Expand hours and service through e- government	<ul> <li>Increase promotion of CMB website on all materials, MBTV 77, vehicles, etc.</li> <li>Implement Enterprise Resource Planning web modules to provide online information to citizens, employees and vendors</li> <li>Redesign website for ease of use and expansion of services offered</li> <li>Expand City services on-line through E-government technologies</li> </ul>	(\$146,000 Service Enhancement)  • Adds a new E-Government position to work with existing Information Technology Department resources to maximize the availability of city services and processes that can be accessed and transacted via the internet through best practice research, working with departments, etc.; and for a WiFi technical support position  (\$30,000)
			Provides funding for amplified reception of WiFi at City facilities (e.g. City Hall), an Internet Content Management System, through the IT technology Fund

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
	Ensure expenditure trends are sustainable over the long term	Continue to work with Budget Advisory     Committee to establish financial policies to help ensure long term sustainable expenditure trends	<ul> <li>(\$146,000 Service Enhancement)</li> <li>Adds a position to ensure more timely reconciliation of bank accounts in the Parking Department,</li> <li>Converts sanitation auditor to full time</li> </ul>
(1	Improve the City's overall financial health and maintain overall bond rating	Define levels of reserves required to sustain the financial position of the City in light of economic, environmental or other unanticipated challenges     Strengthen financial process to improve internal controls and address audit concerns     Continue to address funding shortfalls in the reserve for claims against the risk management fund	Upgrades City printing equipment, etc. Efficiencies achieved through elimination of an Assistant Director position in the Parks and Recreation Department, and a vacant security supervisor in Parking  (In current service level) Maintains the \$ 1 million general fund transfer to the risk management fund
Supporting Outcomes to Sustainability of Vision (continued)	Improve process through information technology	Implement Enhancements to security and network infrastructure to ensure availability of critical systems and provide innovative cost effective solutions Complete ERP implementation Enhance utilization of performance management processes and software Continue implementing IT governance process for prioritizing projects Develop an IT Master Plan Maximize IT/digital connectivity citywide through WiFi, etc. Continue to pursue GIS deployment citywide	(\$82,000 Service Enhancement)  Adds contracted position to oversee CAD/RMS project  (\$324,000 Structural Change)  Increases funding for the Information and Communications Technology Fund offset by \$200,000 in WiFi savings that will be incurred for wireless applications and through prior VOIP implementations. The fund will support:  Second year equipment financing for the Storage Area Network, the Enterprise Uninterrupted Power Supply for the City's data center, the citywide WiFi, Voice Over Internet Protocol (VOIP)  The second year of a "Self-Defending Network" solution to improve system security and mitigate potential virus infiltrations to the City's network;  Disaster Recovery at Network Access Point Telephone Switch and Interactive Voice Response (IVR) at Network Access Point Police Department Staffing Software  Deployment of the City's Infrastructure Management System in the Parks and Recreation Department  A Capital Project Management System
	Attract and maintain a quality workforce	Obtain information on strengths and weaknesses of workplace (survey, focus groups, etc) Develop a strategy to address recruitment and retention issues Conduct job analysis/market studies for classifications with critical shortfalls (construction trades, construction engineers, etc.)	(\$94,000)     Adds a position in Human Resources to assist with maintaining personnel files     Adds a position in Labor Relations     Continues to fund organizational development workshops and retreats focusing on leadership development, a results-oriented organizational culture, process improvement and performance management, and technology

Vision Linkage	Key Intended Outcome:	FY 2006/07 Citywide Initiatives	Proposed FY 2006/07 Budget Resource Allocation (new funding \$'s)
Supporting Outcomes to Sustainability of Vision (continued)	Increase community satisfaction with City services	<ul> <li>Continue development and implementation of a results-oriented framework for the City of Miami Beach</li> <li>Continue to pursue initiatives to provide return on investment to our community</li> <li>Conduct second set of community satisfaction surveys in 2007</li> </ul>	<ul> <li>(\$90,000)</li> <li>Funds a set of follow-up community surveys in 2007</li> <li>(\$1,630,000)</li> <li>Provides a \$300 dividend return for full-time, homesteaded property owners</li> <li>(In current service level)</li> <li>Reduces the overall millage by 0.400 mills</li> <li>Provides fee waivers and fee discounts to businesses</li> <li>Continues to expand free access to many Miami Beach programs and facilities for all residents</li> <li>Provides relief from life safety inspection fees</li> <li>Offsets Miami-Dade County FY 2005/06 water and sewer fee increases</li> <li>Absorbs the household garbage and trash collection fee increases incurred due to contractual CPI increases and Miami-Dade County disposal fee increases</li> </ul>

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#### **Condensed Title:**

A resolution of the Board Of Directors of The Normandy Shores Local Government Neighborhood Improvement District adopting the tentative Ad Valorem Millage Of 0.338 mills for Fiscal Year 2006/07 for The Normandy Shores Local Government Neighborhood Improvement District, which is six percent (6.0%) greater than the "Rolled-Back" Rate Of 0.319 mills, subject to a second public hearing scheduled on Thursday, September 21, 2006 At 5:02 P.M.

#### **Key Intended Outcome Supported:**

Ensure expenditure trends are sustainable over the long term Improve the City's overall financial Health and maintain overall bond rating Increase Community Satisfaction with City Services

#### Issue:

Shall the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, adopt the attached resolution which sets the tentative millage and sets the date for the second public hearing.

## Item Summary/Recommendation:

The tentative ad valorem millage recommended by the Administration is 0.338 mills to provide the current level of security required by this district. This tax levy will generate proceeds of \$87,949. The total operating budget to provide security services at the current service level to this district is \$135,254. This is comparable to the current year end projections. An additional \$3,000 is included in the budget to fund upgrading the electronic access system. The difference between the revenues which will be generated from ad-valorem tax proceeds and the total budgetary requirement of the district must be supplemented by a contribution from the General Fund in the amount of \$47,305 or 35% of the total operating budget.

The General Fund has funded this difference for each of the twelve years since the District was established. The amount provided by the General Fund for this purpose in FY 2005/06 was \$45,131.

#### **Advisory Board Recommendation:**

#### **Financial Information:**

Source of	Amount Account	Approved
Funds:	1	
	2	
N/A	3	
	4	
OBPI	Total	

City	Clerk's	Office	l egislative	e Tracking:
OILY	OICLK 3	Office	Legisiauvi	s macking.

Sian-Offs:

Departmo	ent Director	Assistant City Manag	ger City Manager
Of Ka	MIL		June
7			0 0



AGENDA ITEM <u>R781</u>
DATE <u>9-6-06</u>



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT ADOPTING THE TENTATIVE AD VALOREM MILLAGE OF 0.338 MILLS FOR FISCAL YEAR 2006/07 FOR THE NORMANDY SHORES LOCAL **GOVERNMENT DISTRICT, WHICH IS SIX PERCENT (6.0%) GREATER THAN** THE "ROLLED-BACK" RATE OF 0.319 MILLS, SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT

5:02 P.M.

#### ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, adopt the attached resolution which sets the following:

The tentatively adopted millage rate for the Normandy Shores Neighborhood 1) Improvement District for FY 2006/07:

General Operating 0.338 mills

(0. 814 mills last year)

- 2) The tentatively adopted millage rate of 0.338 mills is 6.0% greater than the "Rolledback" Rate of 0.319 mills.
- 3) The second public hearing to consider the final Normandy Shores District millage rate and budget for FY 2006/07 shall be at 5:02 P.M., Thursday, September 21, 2006 in the City Commission Chambers, City Hall, 1700 Convention Center Drive.

#### BACKGROUND

The Normandy Shores Local Government Neighborhood Improvement District, a dependent taxing district of its principal, the City of Miami Beach, was established in 1994 to provide continual 24-hour security to this gated community; FY 2006/07 represents its thirteenth year of operation.

It was established by Ordinance 93-2881, and has the authority "to levy an ad-valorem tax on real and personal property of up to two mills, provided that no parcel of property will be assessed more than \$500 annually for such improvements". However, on August 29, 2002, the Administration met with the Normandy Shores Local Government Neighborhood Improvement District representatives and agreed to eliminate the \$500 cap on the highest valued home in the District. The enabling legislation was adopted by the Commission on September 25, 2002. This ensures that the City's contribution from the General Fund remains at 35% of the operating budget of the District.

During FY 1998/99, the amount of annual funding to be provided by the City and the dependent status of the District were issues discussed by the Finance and Citywide Projects Committee. A determination was reached that the City would fund 35% of the annual cost of the operation of the community guard gate. This cost will eventually be funded from the golf course operation of the Normandy Shores Golf Course.

#### **PROCEDURE**

The operating millage and budget for this dependent special taxing district must be adopted in accordance with Florida Statutes. This procedure requires that this Resolution be considered immediately after the millage and budget of the principal taxing authority, i.e., City of Miami Beach.

It also prescribes that a tentative millage be adopted first. This is accomplished by adopting a Resolution which states the percent increase or decrease over the "Rolled-back" rate, and the date, time, and place of the second public hearing scheduled to adopt the final millage. Following this, another Resolution which tentatively adopts the Normandy Shores District operating budget must be approved. (See accompanying Agenda item R7B2 for details).

The statute requires the name of the taxing authority, the rolled-back rate, the percentage increase, and the millage rate be publicly announced before adoption of the millage resolution.

#### **ANALYSIS**

On June 30, 2006, the City received the 2006 Certification of Taxable Value from the Property Appraiser's Office stating that the taxable value for Normandy Shores is \$269,642,346, which included \$514,306 in new construction. The preliminary value represents an increase of 155 percent over 2005's final value of \$105,441,735. Alternately, the increase is 153 percent over 2005's preliminary value of \$106,557,047. The difference of \$1,115,321 between 2005's preliminary and final values represents the equalization loss of approximately one percent due to appeals.

The tentative ad valorem millage recommended by the Administration is 0.338 mills to provide the current level of security required by this district. This tax levy will generate proceeds of \$87,949. The total operating budget to provide security services at the current service level to this district is \$135,254. This is comparable to the current year end projections. An additional \$3,000 is included in the budget to fund upgrading the electronic access system. The difference between the revenues which will be generated from advalorem tax proceeds and the total budgetary requirement of the district must be supplemented by a contribution from the General Fund in the amount of \$47,305 or 35% of the total operating budget.

The General Fund has funded this difference for each of the twelve years since the District was established. The amount provided by the General Fund for this purpose in FY 2005/06 was \$45,131.

On July 12, 2006, the City Commission adopted Resolution 2006-26240 which set the proposed operating millage rate for the District at 0.338 mills. It must be noted that in accordance with State Statute, there is a 10 mill operating cap which cannot be exceeded without voter approval. Combining both millages from the dependent district (0.338) and the principal taxing authority (7.374) totals 7.712 mills, which is 2.288 mills less than the 10 mill cap.

## **CONCLUSION**

The City Commission, acting in its capacity as the Board of Directors of the District, should adopt the attached Resolution which establishes a tentative millage and schedules the second and final public hearing.

JMG:KGB:JC

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<b>RESOL</b>	UTION	NO.
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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT ADOPTING THE TENTATIVE AD VALOREM MILLAGE OF 0.338 MILLS FOR FISCAL YEAR 2006/07 FOR THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT, WHICH IS SIX PERCENT (6.0%) GREATER THAN THE "ROLLED-BACK" RATE OF 0.319 MILLS, SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT 5:02 P.M.

WHEREAS, for the purpose of providing security services within the Normandy Shores neighborhood area, the Mayor and City Commission adopted Ordinance No. 93-2881 on October 20, 1993, which authorized the creation of the Normandy Shores Local Government Neighborhood Improvement District (District); and

**WHEREAS**, Section 200.065, Florida Statutes, has specified the method by which municipalities may fix the operating millage rate and adopt an annual budget for dependent taxing districts; and

**WHEREAS**, on July 12, 2006, the City Commission adopted Resolution 2006-26240 which set the proposed operating millage rate for the District at 0.338 mills for the purpose of providing security services within the District; and

WHEREAS, on September 6, 2006, a public hearing was held before the Mayor and City Commission, acting as the Board, to discuss the tentative operating millage rate and operating budget for the District for Fiscal Year (FY) 2006/07.

NOW THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT, that the Board hereby adopts the tentative operating millage rate of 0.338 mills for the District for FY 2006/07, which is greater than the "Rolled-back" rate of 0.319 mills by six percent (6.0%), subject to a second public hearing scheduled on Thursday, September 21, 2006, at 5:02 P.M.

PASSED and ADOPTED this 6th day of September 2006.

ATTEST:	Chairperson of the District
Secretary to the District	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
	City Attorney Date

### **Condensed Title:**

A resolution adopting the tentative operating budget for the Normandy Shores Local Government Neighborhood Improvement District for Fiscal Year 2006/07 subject to a second public hearing scheduled on Thursday, September 21, 2006 at 5:02 p.m.

### **Key Intended Outcome Supported:**

Ensure expenditure trends are sustainable over the long term Improve the City's overall financial Health and maintain overall bond rating Increase Community Satisfaction with City Services

### Issue:

Shall the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, approve the tentative operating budget for the District for Fiscal Year 2006/07 in the amount of \$135,254 subject to a second Public Hearing scheduled on Thursday, September 21, 2006, at 5:02 P.M.

Item Summary/Recommendation:

The tentative ad valorem millage recommended by the Administration is 0.338 mills to provide the current level of security required by this district. This tax levy will generate proceeds of \$87,949. The total operating budget to provide security services to this district is \$135,254. This is comparable to the current year end projections. An additional \$3,000 is included in the budget to fund upgrading the electronic access system. The difference between the revenues which will be generated from ad-valorem tax proceeds and the total budgetary requirement of the district must be supplemented by a contribution from the General Fund in the amount of \$47,305 or 35% of the total operating budget.

The General Fund has funded this difference for each of the twelve years since the District was established. The amount provided by the General Fund for this purpose in FY 2005/06 was \$45,131.

### **Advisory Board Recommendation:**

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1	\$ 87,949	Normandy Shores District	
$\sim$	2	47,305	General Fund	
JAN 1	3			
I V	4	M405.054		
OBPI	Total	\$135,254		

### City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director Assistant City Manager City Manager

Hall July Department Director Assistant City Manager City Manager



AGENDA ITEM <u>R7132</u> DATE <u>9-6-06</u>



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR 2006/07 SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT 5:02 P.M.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution which establishes the tentative operating budget for the District for Fiscal Year (FY) 2006/01 in the amount of \$135,254, subject to a second public hearing to be held on Thursday, September 21, 2006.

### **BACKGROUND**

The Normandy Shores Local Government Neighborhood Improvement District, a dependent taxing district of its principal, the City of Miami Beach, was established in 1994 to provide continual 24-hour security to this gated community; FY 2006/07 represents its thirteenth year of operation.

It was established by Ordinance 93-2881, and has the authority "to levy an ad-valorem tax on real and personal property of up to two mills, provided that no parcel of property will be assessed more than \$500 annually for such improvements". However, on August 29, 2002, the Administration met with the Normandy Shores Local Government Neighborhood Improvement District representatives and agreed to eliminate the \$500 cap on the highest valued home in the District. The enabling legislation was adopted by the Commission on September 25, 2002. This ensures that the City's contribution from the General Fund remains at 35% of the operating budget of the District.

During FY 1998/99, the amount of annual funding to be provided by the City and the dependent status of the District were issues discussed by the Finance and Citywide Projects Committee. A determination was reached that the City would fund 35% of the annual cost of the operation of the community guard gate. This cost will eventually be funded from the golf course operation of the Normandy Shores Golf Course.

### **PROCEDURE**

The operating millage and budget for this dependent special taxing district must be adopted in accordance with Florida Statutes. This procedure requires that this Resolution be considered immediately after the tentative millage for Normandy Shores District has been adopted (See accompanying Agenda Item R7B1 for details).

### **ANALYSIS**

The tentative operating budget for the District is as follows:

Security Service Maintenance	Total	\$110,406 24,848 <b>\$135,254</b>
Expenses		
	Total	\$135,254
City's General Fund		47,305
Ad Valorem Tax		\$ 87,949
Revenues		

At the July 12, 2006 Commission meeting, the Mayor and City Commission adopted Resolution 2006-26240, which set the operating millage rate for the District at 0.338 mills. The tentative ad valorem millage recommended by the Administration is 0.338 mills to provide the current level of security required by this district. This tax levy will generate proceeds of \$87,949. The total operating budget to provide security services to this district is \$135,254. This is comparable to the current year end projections. An additional \$3,000 is included in the budget to fund upgrading the electronic access system. The difference between the revenues which will be generated from ad-valorem tax proceeds and the total budgetary requirement of the district must be supplemented by a contribution from the General Fund in the amount of \$47,305 or 35% of the total operating budget.

The General Fund has funded this difference for each of the twelve years since the District was established. The amount provided by the General Fund for this purpose in FY 2005/06 was \$45,131.

### CONCLUSION

The City Commission, acting in its capacity as the Board of Directors of the Normandy Shores Local Government Neighborhood Improvement District, should adopt the attached Resolution which establishes a tentative operating budget and schedules the second and final public hearing.

JMG:KGB:JC

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR 2006/07 SUBJECT TO A SECOND PUBLIC HEARING SCHEDULED ON THURSDAY, SEPTEMBER 21, 2006 AT 5:02 P.M.

WHEREAS, for the purpose of providing security services within the Normandy Shores neighborhood area, the Mayor and City Commission adopted Ordinance No. 93-2881 on October 20, 1993, which authorized the creation of the Normandy Shores Local Government Neighborhood Improvement District (District); and

WHEREAS, for the purpose of providing security services within the District, a tentative budget has been developed to fund projected Fiscal Year (FY) 2006/07 operating expenses; and

**WHEREAS**, the tentative operating budget has been reviewed by the Board of Directors of the District (Board) to assure its content and scope; and

**WHEREAS**, on September 6, 2006, pursuant to Section 200.065 of the Florida Statutes, a public hearing was held before the Mayor and City Commission, acting as the Board, to discuss the operating millage rate and operating budget for the District for FY 2006/07.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBOR-HOOD IMPROVEMENT DISTRICT, that the Board hereby adopts the tentative operating budget for the District for FY 2006/07 as summarized herein and listed below subject to a second public hearing scheduled on Thursday, September 21, 2006 at 5:02 P.M.:

Rev	ven	ues
-----	-----	-----

Ad Valorem Tax	\$ 87,949
City's General Fund	<u>47,305</u>
Total	<u>\$135,254</u>
Expenses	
Security Service	\$110,406
Maintenance	24,848
Total	\$135,254

PASSED and ADOPTED this 6th day of September, 2006.

ATTEST:	Chairperson of the District APPROVED AS TO
	FORM & LANGUAGE & FOR EXECUTION
Secretary to the District	
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### **Condensed Title:**

A Resolution following a duly noticed public hearing held on July 12, 2006, to consider an after-the-fact revocable permit request by Mr. Michael R. Buckner and his wife Margaret Buckner, owners of the property located at 6120 La Gorce Drive,

### **Key Intended Outcome Supported:**

Ensure compliance with code within reasonable time frame.

#### ssue:

Shall an after-the-fact revocable permit be granted for encroachments on Apache Avenue?

### Item Summary/Recommendation:

Mr. Michael Buckner, and his wife Margaret, acquired the property at 6120 La Gorce Drive in April 2004. Said property has encroachments within the adjacent Apache Avenue right-of-way, a platted street-end, leading to the La Gorce Golf Course. The encroachments consist of an iron gate with two columns, a ficus hedge, a canvas canopy used as a carport, a paved walkway, a paved driveway and the corner of a wood deck.

Following a violation notice issued by the City's Code Compliance Division in January 2005, the Buckner's removed the gate which was blocking the access to the east half of Apache Avenue and submitted an application to the City for an after-the-fact revocable permit to allow the retention of these encroachments.

After review of the Revocable Permit application, City staff was prepared to recommend denial. This recommendation was discussed with the owners and their counsel at a second meeting. City Staff agreed to recommend approval of a revocable permit for the paved driveway, walkway, and a corner of the wood deck contingent upon the applicant removing the columns, the carport canopy and the ficus hedges.

Following this meeting, the owners/applicants agreed to remove the columns and the carport canopy; however, they did not agree to remove the ficus hedges.

The Administration recommends approval of a revocable permit for the paved driveway, walkway, and a corner of the wood deck contingent upon the applicant removing the columns, the carport canopy and the ficus hedges.

The Administration recommends adopting the Resolution.

### **Advisory Board Recommendation:**

N/A

### Financial Information:

Source of	Amount Account	Approved
Funds:	1	•
	2	
	3	
	4.	
OBPI	Total	
Financial In	npact Summary:	

### City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FHB	REM	) ~ MG

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AGENDA ITEM R7C
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

Sept 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO HEAR PUBLIC COMMENT ON SAME, AND HAVING CONSIDERED THE CITY ADMINISTRATION'S RECOMMENDATION AND THE CRITERIA FOR GRANTING REVOCABLE PERMITS PURSUANT TO SECTION 82-94 OF THE MIAMI BEACH CITY CODE, GRANTING AN AFTER-THE-FACT REVOCABLE PERMIT IN FAVOR OF THE APPLICANTS, MR. MICHAEL R. BUCKNER AND HIS WIFE, MARGO BUCKNER, AS OWNERS OF THE PROPERTY LOCATED AT 6120 LA GORCE DRIVE, FOR RETAINING SPECIFIC ITEMS IN THEIR REQUESTED REVOCABLE PERMIT APPLICATION CONSISTING OF THE PAVED WALKWAY, DRIVEWAY, AND PORTION OF A WOOD DECK WITHIN THE ADJACENT APACHE AVENUE CITY RIGHT-OF-WAY, CONTINGENT UPON REMOVAL OF ALL THE OTHER ENCROACHMENTS, AND RESTORATION OF PORTIONS OF THE PUBLIC STREET END AFFECTED BY SUCH ENCROACHMENTS, IN SUCH MANNER AS SHALL BE DEEMED ACCEPTABLE BY THE CITY ADMINISTRATION.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution granting an after-the-fact Revocable Permit for non-intrusive portions of the existing encroachments.

### **BACKGROUND**

Mr. Michael Buckner and his wife Margo purchased the property located at 6120 La Gorce Drive in April 2004. Said property has encroachments within the adjacent Apache Avenue right-of-way (See Exhibit "A"). The encroachments consist of the following:

- 1. An iron gate with two columns (pillars)
- 2. A ficus hedge
- 3. A canvas canopy used as a carport
- 4. A paved walkway
- 5. A paved driveway
- 6. Corner of a wood deck.

Apache Avenue is a platted street-end in Beach View Addition Subdivision, as recorded in

the Miami-Dade County public records Book 16, Page 10. It leads to the La Gorce Golf Course and is an access way to utility easements located at the rear of properties along 62nd Street.

A violation was issued to the property owners in January 2005 for the listed encroachments. Subsequently, the owners removed the gate which was blocking access to the east half of Apache Avenue, and requested that the process be initiated for the granting of an after-the-fact revocable permit for the retention of the encroachments listed above.

On May 10, 2006, the City Commission adopted Resolution No. 2006-26187, setting a public hearing to review the request for the aforementioned after-the-fact revocable permit on June 7, 2006. At the request of Mr. and Mrs. Buckner, the public hearing was opened and continued to the July 12, 2006 and again to the September 6, 2006 City Commission meeting.

### **ANALYSIS**

The initial application requesting an after-the-fact revocable permit, included the ficus hedges, an iron gate, two columns, a canvas canopy used as a carport, a pave walkway, a paved driveway and a corner of a wood deck.

The application and letter of intent dated March 15, 2006 (attached Exhibit "B"), was submitted by Mr. Michael Larkin Esq. of Bercow and Radell, who is representing the owners. The portion of Apache Avenue for which the after-the-fact revocable permit was requested is depicted in the legal description of a sketch prepared by the applicants' surveyor and encompassed 6,847 square feet.

The application for the after-the-fact Revocable Permit was reviewed by City Administration pursuant to Section 82-94 of the City Code and the recommended action to deny the request was discussed at a meeting held between the City staff, the owners and their legal representatives. At second meeting with the Owners attorney, City Staff agreed to recommend approval of a revocable permit if the following encroachments were removed:

- 1. Columns (pillars)
- 2. Carport canopy.
- 3. Ficus hedges within Apache Avenue.

The recommended layout of Apache Avenue as proposed by the City Administration after the applicants' removal of the above encroachments would require a revocable permit for the paved driveway, walkway and corner of the wood deck as shown in Exhibit "C".

In a letter dated August 14, 2006, (Exhibit "D") the Owner/Applicant agreed to remove the encroachment consisting of the iron gate, two columns, and the canvas canopy used as a carport; however, they did not agree to remove the ficus hedges claiming these hedges existed before they purchased the property.

The reduced scope of the revocable permit area which was submitted in Exhibit "D" above, was finally sketched out with a legal description by the applicants' surveyor and submitted to the City to accompany the new reduced scope. This sketch and legal description, depicting the use of 2,059 square feet of the Apache Avenue right-of-way is attached as Exhibit "E".

The Administration's conclusions following this revised request of the revocable permit application, with a condition for the removal of the hedges, are as follows:

1) That the applicant's need is substantial.

<u>Satisfied</u>. The applicant's property is a triangular/irregular shaped lot with no driveways, carports or a garage. It is densely landscaped and built up and does not have additional space for parking. Moreover, parking on La Gorce Drive is restricted, while street-ends are generally permitted for residents' parking. Therefore the need to use this street-end is substantial to the applicants for their parking needs.

2) That the Applicant holds title to an abutting property.

<u>Satisfied</u>. The applicants are the fee simple owners of the property located at 6120 La Gorce Drive which abuts the Apache Avenue right-of-way and for which the After-the-fact Revocable Permit is being requested.

3) That the proposed improvements comply with applicable codes, ordinances, regulations, neighborhood plans and laws.

<u>Satisfied</u>. Provided that all the intrusive encroachments located within the public right-of-way are removed and the area is restored to a condition acceptable by the City, this condition will be satisfied. Additionally, the items for which a revocable permit are being sought must be permitted after the revocable permit is granted. The permitted items will be required to comply with the applicable codes and regulations.

4) That the grant of such application will have no adverse effect on governmental/utility easements and uses on the property.

<u>Satisfied</u>. There are no existing utilities within the modified requested revocable permit area, and as such this will not have an adverse effect. In the event such use is required in the future, the City or utility company shall use that area and any restoration work shall be borne by the applicants/owners.

### 5) Alternatively:

a) That an unnecessary hardship exists that deprives the applicant of a reasonable use of the land, structure or building for which the revocable permit is sought arising out of special circumstances and conditions that exist and were not selfcreated and are peculiar to the land, structures or building involved and are not generally applicable to other lands, structures or buildings in the same zoning district and the grant of the application is the minimum that will allow reasonable use of the land, structures or building.

<u>Satisfied</u>. As mentioned previously, the property, consisting of an 11,000 square foot irregular lot constitutes a special circumstance for the Applicants to reasonably park their vehicles on the property due to lack of driveways, carports or a garage.

b) That the grant of the revocable permit will enhance the neighborhood and/or community by such amenities as, for example, enhanced landscaping, improved

drainage, improved lighting, and improved security.

Not Satisfied. The modified request for after-the-fact revocable permit being sought serves and benefits solely this property owner.

6) That granting the revocable permit requested will not confer on the applicant any special privilege that is denied to other owner of land, structures or buildings subject to similar conditions.

<u>Satisfied</u>. The granting of this Permit will not confer on the Applicants a special privilege that is generally denied to others. The City's policy is to maintain street ends for public use and utility accommodations and hence the use of this street end

for a paved area for vehicular access or parking lies within the general intended uses of such right-of-ways.

7) That granting the revocable permit will be in harmony with the general intent and purpose of Article III of the City Code, and that such revocable permit will not be injurious to surrounding properties, the neighborhood, or otherwise detrimental to the public welfare.

<u>Satisfied</u>. Granting a revocable permit for the items in the modified request is in harmony with the general intent of Article III of the City Code, and will not be injurious to the neighborhood and public welfare.

### **CONCLUSION**

The Administration's analysis above shows that 7 of the 8 criteria are satisfied and hence the Administration recommends and supports the granting of an after-the-fact Revocable Permit for

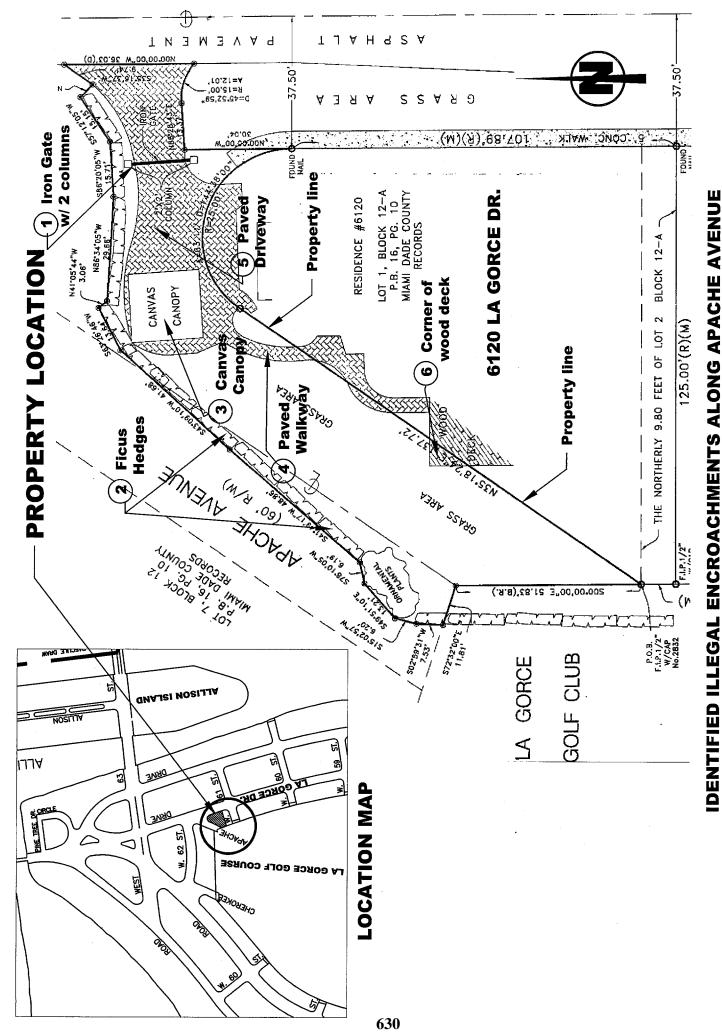
- The paved walkway
- The paved driveway
- A portion of a wood deck within the adjacent Apache Avenue City right-of-way.

However granting of the after-the fact revocable permit shall be contingent upon the removal of all the other encroachments including two columns, an iron gate, a canvas canopy, the hedges and restoration of the area to a condition acceptable by the City.

The City Administration recommends that the City Commission adopt the attached Resolution.

### JMG/RM/FHB/RTH/FAV

T:\AGENDA\2006\sep0606\Regular\6120 LaGorce Revocable PermitMemo.doc



FIED ILLEGAL ENCROACHIMEN IS ALONG AFACHE
EXHIBIT " A "



DIRECT LINE: (305) 377-6231 E-Mail: MLarkin@BRZoningLaw.com

### VIA HAND-DELIVERY

March 15, 2006

Mr. Fred Beckmann, Director Public Works Department City of Miami Beach 1700 Convention Center Drive, 2<sup>nd</sup> Floor Miami Beach, Florida 33139

Re:

Revocable Permit Application in connection with Property located at 6120 La Gorce Drive, Miami Beach, Florida – Letter of Intent.

Dear Mr. Beckmann:

This law firm represents Michael R. Buckner and Margo Buckner ("Applicants"), owners of the above-referenced property ("Property"). Attached to this letter please find the necessary submittal requirements, including a survey of the Property, a sketch of the adjacent Miami Beach Right-of-Way, opinions of title for the Property and the adjacent Right-of-Way, an application and a check for the processing fee. The following letter will describe the Property and the Applicant's requested use of the adjacent Miami Beach Right-of-Way.

Description of Existing Property and Right-of-Way. The Property is a triangular shaped parcel lying west of La Gorce Drive and south of West 62nd Street. A single-family home, built in 1947, occupies the Property. Immediately adjacent to the north and west of the Property lays the entire length of Apache Avenue, an unimproved City of Miami Beach Right-of-Way ("Apache Avenue"). Apache Avenue is approximately 60 feet wide and 230 feet long. Apache Avenue begins at the intersection of W 62nd Street and La Gorce Drive, runs diagonally to the southwest, and terminates at the property border with La Gorce Golf Course. See attached Sketch of Apache Avenue.

The City of Miami Beach owns Apache Avenue by way of a plat entitled "Beach View Addition," recorded in Plat Book 16, at Page 10 of the Public Records of Miami-Dade County, Florida, and dated April 8, 1925. See attached Plat. The Plat dedicated Apache Avenue to the City of Miami as of July 3, 1925.

### **EXHIBIT "B"**

Mr. Fred Beckmann March 15, 2006 Page 2 of 5

See attached opinion of title prepared by Samuel Spencer Blum, Esq. Since the time of dedication, Apache Avenue has remained unimproved.

Apache Avenue is a small dead-end ROW. It was never platted to go through the Golf Course and the La Gorce Golf Course will remain for the distant and foreseeable future. Apache Avenue is not needed as a roadway. If improved it would serve only two properties, the two single-family homes to the east and west. Both of these homes were built facing other existing roadways as if Apache Avenue did not exist.

Description of Existing Encroachments. Currently, the Applicants utilize a portion of Apache Avenue as a driveway. The paved driveway sits north of the residence, extending from the west side of La Gorce Drive to the center of Apache Avenue. An iron gate, suspended between two posts, lies across the driveway and a canvas canopy used as a carport is located at the western end of the driveway. Part of a paved walkway, which extends south along the rear of the residence from the western edge of driveway to a wood deck, and a small corner of the wood deck jut out into Apache Avenue.

Further, the Applicants maintain landscaping in Apache Avenue. A ficus hedge follows the north border of the driveway and then extends to the southwest along the center line of Apache Avenue to the property border of La Gorce Golf Course. The open land situated within the perimeter of the ficus hedge is covered with grass.

<u>Proposed Use of Apache Avenue</u>. The Applicants intend to continue using the Property as currently utilized. The Applicants do not propose any additions to the existing encroachments.

<u>Satisfaction of Criteria</u>. The Applicants satisfy the criteria for granting a revocable permit listed in the following subsections of the City of Miami Beach Code Section 82-94.

### (1) Applicant's Need Is Substantial.

The Applicants' need for the permit is substantial. Maintaining the encroachments subjects them to possible code enforcement. Further, denial of the permit will deprive the Applicants' of a place to park as they may not park along the right-of-way of La Gorce Drive.



Mr. Fred Beckmann March 15, 2006 Page 3 of 5

# (2) Applicant Holds Title to an Abutting Property.

The Applicants hold title to the property abutting Apache Avenue. <u>See</u> the attached opinion of title for 6120 La Gorce Drive.

# (3) Proposed Improvements Comply with Regulations.

Except for their location on the public right-of-way, the existing encroachments comply with all applicable regulations.

# (4) Grant of Application Will Have No Adverse Effect on Governmental/Utility Easements.

Granting the permit will not adversely effect any easements on or uses of Apache Avenue. Apache Avenue is unencumbered by any easements, such as water and sewer. See the attached opinion of title for Apache Avenue. The City of Miami Beach is not using Apache Avenue for any purpose at this time. Nor has the City made any use of the property since at least January 1967 based on a review of aerial photographs of the area on file with the Miami-Dade County Public Works Department.

# (5) Alternatively: (a) Unnecessary Hardship Exists Depriving Applicant of Reasonable Use of the Land Arising out of Special Circumstances, or (b) Grant of Permit Will Enhance Neighborhood.

A special circumstance exists that the denial of the permit would deprive the Applicants of a reasonable use of the right-of-way. The driveway for the Property has historically been located in its present position. Aerial photographs on file with the Miami-Dade County Public Works Department indicate that, at least since January 1967, the driveway for the Property has been located just as today, north of the Property in Apache Avenue. This situation represents an unnecessary hardship because if the permit is not granted the Applicants will be deprived of the traditional means of access to their property.

The reason for the placement of the driveway off of the Property is unknown. However, the combination of the location of the lot and the shape of the lot may have compelled the placement of the driveway on the unused right-of-way. Of the numerous lots in the surrounding area, the Property is the only lot that is triangular-shaped and sandwiched between two intersecting rights-of-way. Therefore, the circumstances are peculiar to the Property and the use of Apache Avenue is not generally applicable to other lands. Only one other residence abuts Apache Avenue, 400 W 62 Street located to the west, and the

Mr. Fred Beckmann March 15, 2006 Page 4 of 5

Applicants' use of the right-of-way in no way deprives that property of any current or future use of Apache Avenue.

Further, the Applicants did not create this special circumstance because they became the owners of the Property in April 2004. At a minimum, the City of Miami Beach has not used Apache Avenue for municipal purposes for over 39 years. During this same period or longer, the City has allowed the use of Apache Avenue by the prior owners of 6120 La Gorce Drive as a driveway. Furthermore, the possibility exists that the City has never used Apache Avenue since it was platted in 1925, 81 years ago.

The issuance of a revocable permit by the City will permit the applicants to have a reasonable use of Apache Avenue.

### (6) Granting Permit Does Not Confer Special Privileges.

As stated above, only one other residence abuts Apache Avenue, and if they wish, they could also request a revocable permit for use of the western half of Apache Avenue. Therefore, granting the permit will not confer any special privilege on the Applicants that would otherwise be denied to others similarly situated in the same zoning district.

# (7) Granting Permit Will Be In Harmony With Code and Not Injurious to Surrounding Properties.

The Applicants seek continued use of a portion of the right-of-way that is not being used either by the City or the public. Therefore, granting the permit will not adversely impact the surrounding properties and neighborhood and will not in any way be detrimental to the public welfare.

<u>Summary</u>. Granting the requested revocable permit will be in harmony with the intent and purpose of the Code, and will not be injurious to the area involved or otherwise detrimental to the public welfare. The permit will provide the Applicants with a reasonable use of the right-of-way without harming anyone. Based on these reasons, the Applicants respectfully request your favorable review and recommendation of this application.



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Mr. Fred Beckmann March 15, 2006 Page 5 of 5

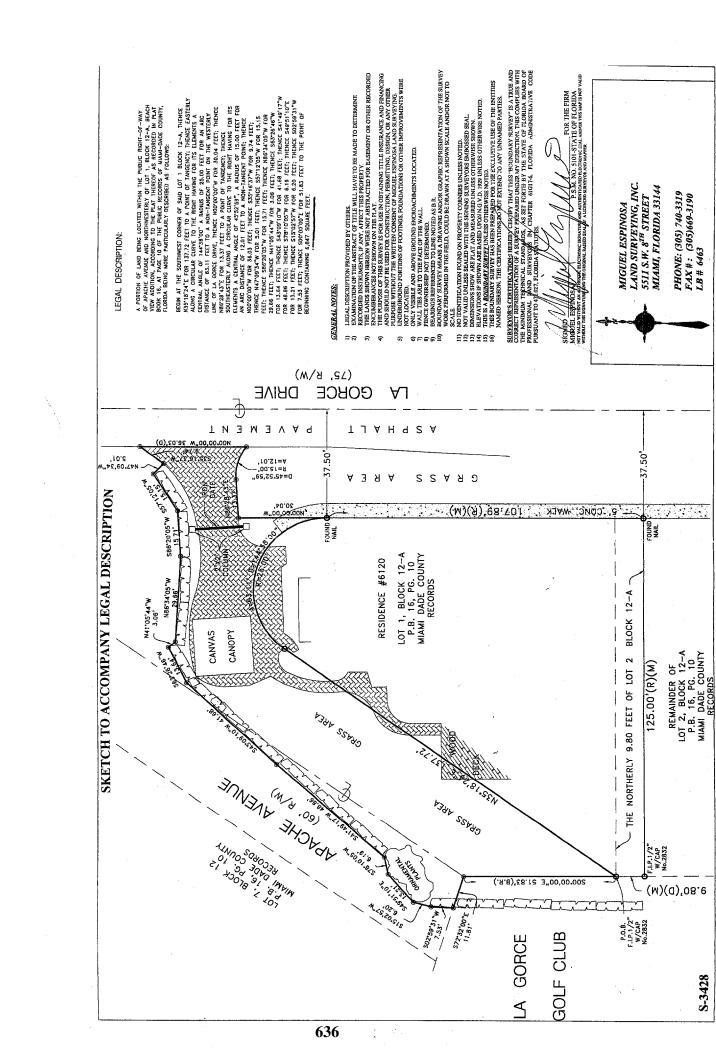
If you have any questions or comments with regard to the application, please give me a call at (305) 377-6231.

Sincerely,

Michael W. Larkin

cc: Mr. & Mrs. Michael and Margo Buckner

Mr. Matthew Amster



**ENCROACHMENTS RECOMMENDED TO BE REMOVED ALONG APACHE AVENUE** 

EXHIBIT " C "

COMPANIENT CONTRACTOR

DIRECT LINE: (305) 377-6231 E-Mail: MLarkin@BRZoningLaw.com

August 14, 2006

### **VIA HAND DELIVERY AND EMAIL**

Mr. Fred Beckmann, Director Public Works Department City of Miami Beach 1700 Convention Center Drive, 4<sup>th</sup> Floor Miami Beach, Florida 33139

Re: Revocable Permit Application with regard to portions of Apache Avenue Right-of-Way adjacent to home located at 6120 La Gorce Drive, Miami Beach, Florida - Amendment to Application

Dear Fred:

We represent Michael and Margo Buckner ("Applicants") with regard to the captioned application. The Applicants have agreed to reduce the scope of the above application to the parameters discussed at our meeting with the City Manager. See Attached Sketch. At the same meeting, the manager asked that the Applicants agree to the following three conditions of approval:

- 1. remove the columns at the eastern end of the Applicants' driveway;
- 2. remove the carport canopy located in the middle of the driveway; and
- 3. remove the hedges situated adjacent to and on the center line of theoretical and unimproved Apache Avenue.

The Applicants are agreeing to remove the columns and the carport canopy. With regard to the condition concerning the hedges, please note that the Applicants did not plant these hedges. This is obvious based upon the size of the hedges and the date, April 2004, on which the Applicants purchased the single family home adjacent to the unimproved Apache Avenue right-of-way. Moreover, based upon the reduced scope of the application, the Applicants will have no control over this area of Apache Avenue. Since the Applicants did not plant the hedges, it is inequitable to request that the Applicants remove these

### EXHIBIT "D"

Mr. Fred Bechman August 14, 2006 Page 2

hedges from the Apache Avenue right-of-way. Therefore, the Applicants are declining to accept the third condition of approval.

We appreciate the opportunity to work with you, staff members within your department, and members of the City Administration in order to resolve this application in a manner in which everyone can support. We believe the Applicants are proceeding in good faith by reducing the scope of the pending application and by accepting the conditions of approval relating to the removal of structures that are adjacent to the Applicants' property. Please call me at (305) 377-6231 if you have any questions or comments with regard to the foregoing. I look forward to seeing you on Wednesday, September 6, 2006 at the City Commission hearing.

Sincerely,

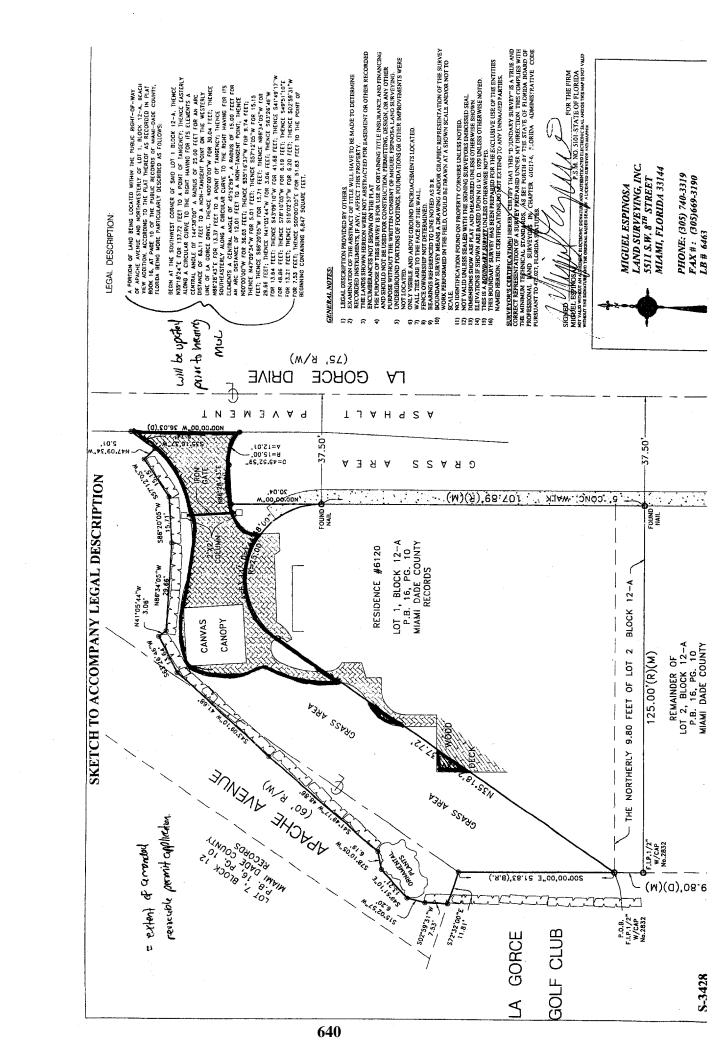
Michael W. Larkin

Myn

MWL/so

cc:

Jorge Gonzalez, City Manager Fernando Vazquez, City Engineer Gary Kokorian Bob Middaugh, Assistant City Attorney Jeffrey Bercow, Esq.



E-Mail: MLarkin@BRZoningLaw.com

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PUBLICA MAS PLANTMENT

### VIA HAND-DELIVERY

August 30, 2006

Mr. Fred Beckmann, P.E., Director Public Works Department City of Miami Beach 1700 Convention Center Drive, 2<sup>nd</sup> Floor Miami Beach, Florida 33139

Re:

Revocable Permit Application in connection with Property located at 6120 La Gorce Drive, Miami Beach, Florida - Alternative Permit Area.

Dear Mr. Beckmann:

This law firm represents Michael R. Buckner and Margo Buckner ("Applicants"), owners of the above-referenced property ("Property"). Attached to this letter, please find a sketch showing a smaller portion of the right-of-way for inclusion in the revocable permit application. Specifically, the alternative encompasses three (3) areas in the right-of-way: (A) the corner of the wood deck; (B) a portion of the sidewalk; and (C) the driveway. The alternative reduces the area of the revocable permit request by 70% from 6,847 square feet to 2,059 square feet. We will present the alternative sketch to the City Commission at the hearing on September 6, 2006.

We firmly believe that the original and alternative areas for the revocable permit satisfy the criteria enumerated in the City Code and will not be injurious to the area involved or otherwise detrimental to the public welfare. If you have any questions or comments with regard this matter, please give me a call at (305) 377-6231.

Sincerely,

Michael W. Larkin

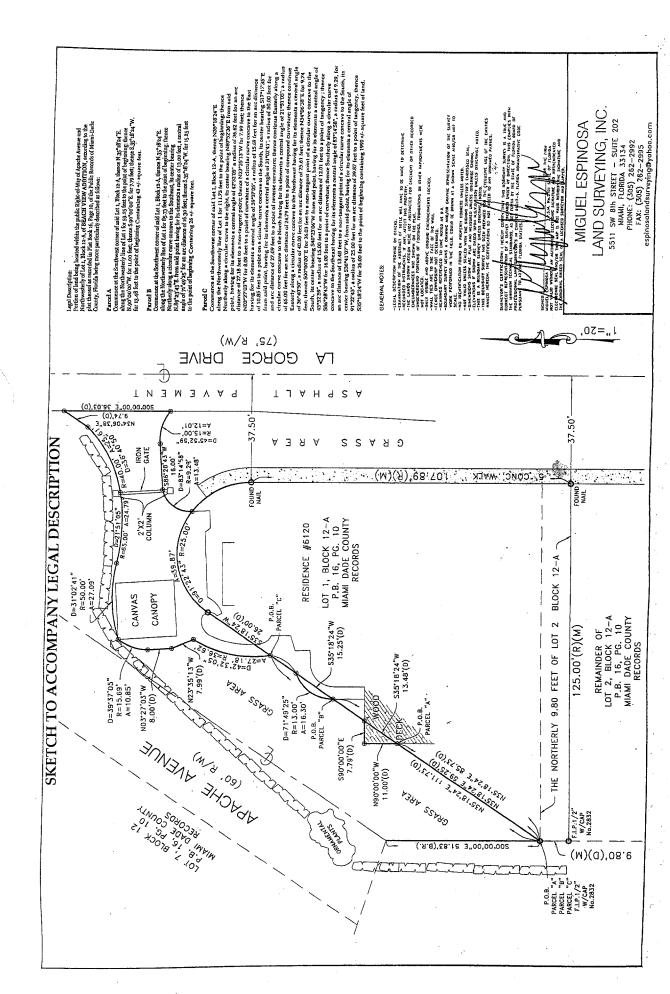
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Attachment

CC:

Mr. Fernando Vazquez, P.E.

Mr. Gary Kokorian Matthew Amster, Esq. **EXHIBIT "E"** 



<b>RESOL</b>	.UTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO HEAR PUBLIC COMMENT ON SAME, AND HAVING CONSIDERED THE CITY ADMINISTRATION'S RECOMMENDATION AND THE CRITERIA FOR **GRANTING REVOCABLE PERMITS PURSUANT TO SECTION 82-94 OF THE** MIAMI BEACH CITY CODE, GRANTING (IN PART) AN AFTER-THE-FACT REVOCABLE PERMIT IN FAVOR OF THE APPLICANTS, MR. MICHAEL R. BUCKNER AND HIS WIFE, MARGO BUCKNER, AS OWNERS OF THE PROPERTY LOCATED AT 6120 LA GORCE DRIVE, FOR RETAINING THE FOLLOWING SPECIFIC ITEMS IN THEIR REQUESTED REVOCABLE PERMIT APPLICATION CONSISTING OF: A PAVED WALKWAY; PAVED DRIVEWAY; AND PORTION OF A WOOD DECK; ALL WITHIN THE ADJACENT APACHE AVENUE CITY RIGHT-OF-WAY; PROVIDED FURTHER THAT THE CITY'S APPROVAL FOR REVOCABLE PERMIT, AS GRANTED IN PART HEREIN, IS SUBJECT TO AND CONTINGENT UPON REMOVAL OF AN IRON GATE: TWO COLUMNS; THE CANVAS CANOPY; AND THE HEDGES LOCATED WITHIN THE RIGHT-OF-WAY. AND RESTORATION OF PORTIONS OF THE PUBLIC STREET END AFFECTED BY SUCH ENCROACHMENTS, WITHIN SUCH TIME, PLACE, AND MANNER AS SHALL BE DEEMED ACCEPTABLE BY THE CITY'S PUBLIC WORKS DIRECTOR.

WHEREAS, Michael R. Buckner and his wife, Margo Buckner (Applicants), own the residential property located at 6120 La Gorce Drive (Property), adjacent to the City right-of-way on Apache Avenue, which they purchased in April 2004; and

WHEREAS, the Property has encroachments consisting of an iron gate with two columns; a Ficus hedge; a canvas canopy; and the corner of a wood deck; all constructed on the Apache Avenue Street End, which is a public right-of-way leading to the La Gorce Golf Course; and

WHEREAS, the Applicants, to retain the aforestated encroachments, submitted a request for an After-the-Fact Revocable Permit, and have completed the application requirements for same pursuant to Article III, Division 2, Sections 82-91 through 82-95 of the City Code; and

WHEREAS, pursuant to Section 82-93 of the City Code, on May 10, 2006, the Mayor and City Commission adopted Resolution No. 2006-26187, setting a duly noticed public hearing to consider the Applicants' request for the After-the-Fact Revocable Permit; and

WHEREAS, at the request of the Applicants, the public hearing was opened and continued at the July 12, 2006 meeting, and held on the September 6, 2006 City Commission meeting; and

WHEREAS, the Administration, after reviewing the request for the After-the-Fact Revocable Permit, and meeting with the Applicants and their legal representatives, recommended that the scope of the requested After-the-Fact Revocable Permit be reduced to include only the paved driveway; walkway; and the corner of the wooden deck; with all other encroachments being removed; and

WHEREAS, accordingly, the Applicants agreed to reduce the scope of the requested After-the-Fact Revocable Permit to include only the paved driveway, walkway and the corner of the wooden deck, and further agreed to remove the remainder of the encroachments on the City's right of way, at their sole cost and expense, and within such time, place, and manner as shall be determined by the City's Public Works Director; and

WHEREAS, the Administration recommends that the Mayor and City Commission hereby adopt the Administration's recommendation for granting an After-the-Fact Revocable Permit for only the paved driveway, walkway and the corner of the wooden deck, contingent upon the Applicants' removal of all other encroachments from the Apache Avenue right-of-way, as provided in this Resolution.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing to hear public comment on same, and having considered the City Administration's recommendation and the criteria for granting Revocable Permits pursuant to Section 82-94 of the Miami Beach City Code, hereby grant an After-the-Fact Revocable Permit in favor of the Applicants, Mr. Michael R. Buckner and his wife, Margo Buckner, as owners of the property located at 6120 La Gorce Drive, for retaining a portion of a wood deck; a paved walkway; and a paved driveway; all within the adjacent Apache Avenue City right-of-way; subject to and contingent upon removal of the iron gate with columns, the canvas canopy and the hedges within the right-of-way, and restoration of the public street end affected by such encroachments, within such time, place and manner as shall be deemed acceptable by the City's Public Works Director.

PASSED and ADOPTED this	day of , 2006
ATTEST:	
CITY CLERK	MAYOR APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
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### **Condensed Title:**

A Resolution approving Emeril's application for the County's Enterprise Zone Tax Exemption on Tangible Personal Property.

### **Key Intended Outcome Supported:**

Increase resident satisfaction with availability of commercial service options.

#### issue:

Shall the City approve Emeril's application for a tax exemption on the County's portion of the tax on tangible personal property?

### Item Summary/Recommendation:

On May 9, 2006, the Board of County Commissioners adopted Ordinance 06-68, related to the tangible personal property tax. This ordinance partially removed the prohibition on granting ad valorem tax exemptions in Community Redevelopment Areas (CRAs) by allowing the tax exemptions on tangible personal property qualifying for the exemptions. Pursuant to the ordinance, applications to the County for the tax exemption on tangible personal property from businesses located in municipal CRAs requires the prior approval of the CRA board and the governing body of the municipality in which the business is located.

Since the tax increment pledged to a CRA is from real estate and improvements, and not from the taxable tangible personal property within the CRA, this ordinance expands the available incentives to local businesses with no fiscal impact on the City.

The Administration recommends that the Mayor and City Commission approve Emeril's request for the Enterprise Zone Tax Exemption on the County's tangible personal property tax.

### **Advisory Board Recommendation:**

N/A

### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
N/A	2			
	3			
	4			
OBPI	Total			

### City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

Department Director	Assistant City Manager	City Manager
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AGENDA ITEM <u>R7D</u> DATE <u>9-6-06</u>



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING EMERIL'S APPLICATION TO MIAMI-DADE COUNTY FOR THE ENTERPRISE ZONE AD VALOREM TAX **EXEMPTION ON TANGIBLE PERSONAL PROPERTY AS AUTHORIZED BY** SECTION 29-81 OF THE CODE OF MIAMI-DADE COUNTY.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **ANALYSIS**

In 2005, the City participated in a working committee created by Miami-Dade County for renewal of the Enterprise Zone program and to review the boundaries for the program. On September 8, 2005, the Mayor and City Commission approved Resolution No. 2005-25980, requesting that Miami-Dade County modify the boundaries of the Miami Beach Enterprise Zone. The working committee also reviewed existing incentives, with the intent of recommending additional incentives.

On May 9, 2006, the Board of County Commissioners adopted Ordinance 06-68, related to the tangible personal property tax. This ordinance partially removed the prohibition on granting ad valorem tax exemptions in Community Redevelopment Areas (CRAs) by allowing the tax exemptions on tangible personal property qualifying for the exemptions. Pursuant to the ordinance, applications to the County for the tax exemption on tangible personal property from businesses located in municipal CRAs requires the prior approval of the CRA board and the governing body of the municipality in which the business is located.

This tax exemption only applies to the countywide operating and unincorporated municipal service area millages. Since the tax increment pledged to a CRA is from real estate and improvements, and not from the taxable tangible personal property within the CRA, this ordinance expands the available incentives to local businesses with no fiscal impact on the City.

### CONCLUSION

Although there is no fiscal impact to the City, the County ordinance requires municipal approval of a business' request for the County tax exemption. Therefore, the Administration recommends that the Mayor and City Commission approve Emeril's request for the Enterprise Zone Tax Exemption on the County's tangible personal property tax.

JMG/TH/kc

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RESOL	.UTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING EMERIL'S MIAMI BEACH, LLC'S APPLICATION TO MIAMI-DADE COUNTY FOR THE ENTERPRISE ZONE AD VALOREM TAX EXEMPTION ON TANGIBLE PERSONAL PROPERTY AS AUTHORIZED BY SECTION 29-81 OF THE CODE OF MIAMI-DADE COUNTY.

**WHEREAS**, in 1986, the Florida Legislature authorized municipalities in the State to establish enterprise zones; and

WHEREAS, the designation of enterprise zones, pursuant to Chapter 290, Florida Statutes, has provided invaluable assistance to the City in its effort to achieve the economic development objectives of private sector investment and job creation; and

WHEREAS, on June 4, 1986, the Mayor and City Commission adopted Resolution No. 86-18459, approving the boundaries of the Miami Beach Enterprise Zone; and

WHEREAS, on July 9, 2986, the Mayor and City Commission adopted Resolution No. 86-18504, approving the alteration of the boundaries of said Enterprise Zone; and

WHEREAS, on September 10, 1992, the Mayor and City Commission adopted Resolution No. 92-20596, approving the alteration of the boundaries of the Miami Beach Enterprise Zone, expanding the Zone to include properties in the North Beach area; and

WHEREAS, on December 2, 1998, the Mayor and City Commission adopted Resolution No. 98-22986, approving the alteration of the boundaries of the Miami Beach Enterprise Zone, to remove non-commercial property, such as beachfront and parks, and include additional property with the potential to attract additional investment; and

WHEREAS, in 2005, Miami-Dade County administered a local effort to renew the enterprise zone program and created a working committee consisting of municipalities within the boundaries of the enterprise zone areas; and

WHEREAS, certain areas of the Miami Beach Enterprise Zone no longer qualified for enterprise zone designation, according to the 2000 Census; and

WHEREAS, on September 8, 2005, the Mayor and City Commission adopted Resolution No. 2005-25980, requesting that the State of Florida modify the boundaries of the Miami Beach Enterprise Zone; and

WHEREAS, on May 9, 2006, the Miami-Dade County Board of County Commissioners adopted Ordinance No. 06-68, amending Chapter 29 of the Code of Miami-Dade County, providing for ad valorem tax exemptions for improvements to tangible personal property in Community Redevelopment Areas; and

WHEREAS, the new exemption provided for in Ordinance No. 06-68 applies only to County-wide operating and unincorporated municipal service area millages; and

WHEREAS, if an applicant for the new exemption is located within a municipal CRA, Ordinance No. 06-68 requires the prior approval of the Community Redevelopment Agency (CRA) board and the governing body of the municipality prior to consideration of the application for the tax exemption by the Board of County Commissioners; and

**WHEREAS,** businesses in the Miami Beach Enterprise Zone continue to employ a significant number of residents of the Miami-Dade County Enterprise Zone; and

WHEREAS, Emeril's Miami Beach, LLC (Emeril's), is a business located in the Miami Beach Enterprise Zone; and

WHEREAS, Emeril's has applied to the Miami-Dade County Board of County Commissioner for the tax exemption on tangible personal property, as provided in Ordinance No. 06-68; and

**WHEREAS,** approval of this request by the Miami Beach City Commission has no fiscal impact on the City of Miami Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve Emeril's Miami Beach, LLC's application to Miami-Dade County for the Enterprise Zone Ad Valorem Tax Exemption on tangible personal property, as authorized by Section 29-81 of the Code of Miami-Dade County.

PASSED and ADOPTED this	day of September, 2006.
	Mayor
ATTEST:	
City Clerk	

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Dat

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### **Condensed Title:**

Resolution approving and authorizing the Related Group of Florida – Alaska I, LTD (TRG) to perform early works and initial phases of construction under the direction of the City Manager for the South Pointe Park Improvements (the Project), pursuant to Resolution No. 2005-25978 and Section 6 of the Settlement Agreement between the City and TRG for the Alaska Parcel, dated July 28, 2004; authorizing the City Administration to negotiate the construction costs submitted pursuant to these activities, in the estimated amount of \$1,000,000.

Kev Inten	ded	Outcome	Sup	ported:
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To Ensure well designed quality Capital Projects

#### Issue:

Shall the City authorize TRG to proceed with early works and initial phases of construction pending an Agreement?

Item Summary/Recommendation:

On July 28, 2004, the City reached a settlement on the Alaska Parcel land use litigation. On January 12, 2005, the City Commission authorized the execution of an Agreement between the City of Miami Beach and Hargreaves Associates (Hargreaves) for the Planning Phase of the Project. On July 27, 2005, The Mayor and City Commission approved the Basis of Design Report (BODR), approved the exercise of the option in the Alaska Parcel Settlement Agreement to have TRG complete the design and construction of the Project, at cost, as stated in the Alaska Parcel Settlement Agreement, and approved the appropriation of \$14,130,000 to fund the Project. In addition to the approval of the BODR, the Administration sought authorization from the Mayor and City Commission to enter into negotiations with TRG for the completion of the design and the construction of the Project as stipulated in the Settlement Agreement, and presented to the Mayor and City Commission the Administration's intent to enter into negotiations that would retain involvement by Hargreaves in the continuing design development and construction of the Project. TRG will retain a contractor to provide construction services and the City will maintain oversight of the Project throughout. Because of the Project's aggressive schedule, early works and possibly initial construction is scheduled to commence prior to executing an Agreement between the City and TRG for the construction of the Project. Therefore, in the interim, the Administration seeks authorization to TRG to perform early works and initial phases of construction and negotiate the construction costs submitted by TRG pursuant to these activities.

**Advisory Board Recommendation:** 

This item was recommended for approval by the General Obligation Bond Oversight Committee at their July 11, 2005 meeting.

Financial Information:

Source of	1	Amount	Account	Approved
Funds:	1			
	2			
	3			
	4			
OBPI	Total			

City Clerk's Office Legislative Tra	ckina:
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Nury Menicucci, CIP Capital Projects Coordinator

Sign-	Offs:	
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Department Director	Assistant City Manager	City Manager
JECH RAIL	TH M	JMG_ Ju-
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AGENDA ITEM R7E
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE RELATED GROUP OF FLORIDA - ALASKA I, LTD (TRG) TO PERFORM EARLY WORKS AND INITIAL PHASES OF CONSTRUCTION UNDER THE DIRECTION OF THE CITY MANAGER FOR THE SOUTH POINTE PARK IMPROVEMENTS PROJECT (THE PROJECT), PURSUANT TO RESOLUTION NO. 2005-25978 AND SECTION 6 OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND TRG FOR THE ALASKA PARCEL, DATED JULY 28, 2004; AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE THE CONSTRUCTION COSTS SUBMITTED PURSUANT TO THESE ACTIVITIES, IN THE ESTIMATED AMOUNT OF \$1,000,000.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### **FUNDING**

The South Pointe Park Improvements project is funded from the South Pointe Capital Projects Fund and Miami-Dade County General Obligation Bond Funds when made available.

### **ANALYSIS**

On July 28, 2004, the City reached a settlement on the Alaska Parcel land use litigation. As part of the Settlement Agreement, the Developer, the Related Group of Florida (TRG), is obligated to perform certain improvements to South Pointe Park, at cost, without overhead, if the City notified the Developer of its concept plan by the latter of either July 28, 2005 or two months after a Building permit was issued for the Apogee project. The City would be responsible for reimbursing the Developer's cost. Construction by TRG at its cost represents a projected substantial cost and time savings to the City.

On January 12, 2005, the City Commission authorized the execution of an Agreement between the City and Hargreaves Associates (Hargreaves) for the Planning Phase of the Project.

On July 27, 2005, the Basis of Design Report (BODR) for the South Pointe Park was presented to the City Commission for approval. The Mayor and City Commission approved the Basis of Design Report (BODR) as presented, approved the exercise of the option in the Alaska Parcel Settlement Agreement to have the Developer complete the design and construction of the Project, at cost, as stated in the Alaska Parcel Settlement Agreement, and approved the appropriation of \$14,130,000 to fund the Project (Resolution No. 2005City Commission Memorandum South Pointe Park September 6, 2006 Page2of 2

25978 attached – Exhibit B). In addition to the approval of the BODR, the Administration sought authorization from the Mayor and City Commission to enter into negotiations with TRG for the completion of the design and the construction of the Project, as stipulated in the Settlement Agreement, and presented to the Mayor and City Commission the Administration's intent to enter into negotiations that would retain involvement by Hargreaves in the continuing design development and construction of the Project.

The intent is for TRG to construct the park in conjunction with the construction of their Apogee Project. The City, TRG, and Hargreaves have agreed to continue participating in the design, permitting and construction of the park project as a team and to address issues and to establish the schedule with the contribution of all three parties. The Agreement with Hargreaves takes into consideration a non-traditional approach to the construction of the project due to TRG's involvement. TRG will retain a contractor to provide construction services and the City will maintain oversight of the Project throughout.

Because of the Project's aggressive schedule, early works and possibly initial construction is scheduled to commence prior to executing an Agreement between the City and TRG for the construction of the Project. Therefore, in the interim, the Administration seeks authorization to TRG to perform early works and initial phases of construction and negotiate the construction costs submitted by TRG pursuant to these activities (Exhibit A).

### CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the Related Group of Florida – Alaska I, LTD (TRG) under the direction of the City Manager to perform early works and initial phases of construction for the South Pointe Park Improvements Project (the Project), pursuant to Resolution No. 2005-25978 and Section 6 of the Settlement Agreement between the City and TRG for the Alaska Parcel, dated July 28, 2004; authorizing the City Administration to negotiate the construction costs submitted pursuant to these activities, in the estimated amount of \$1,000,000.

### **Attachments**

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# Exhibit "A" South Pointe Park Improvements Project (the Project) Scope of Services / Early Works and Initial Phases of Construction

The Related Group of Florida - Alaska I, LTD (TRG) is obligated to perform certain improvements to South Pointe Park, at cost, without overhead, pursuant to the Settlement Agreement between the City and TRG for the Alaska Parcel, dated July 28, 2004. Pursuant to same agreement, the City is responsible for reimbursing TRG's cost.

Because of the Project's aggressive schedule, early works and possibly initial phases of construction is scheduled to commence prior to executing an Agreement between the City and TRG for the construction of the Project pursuant to Resolution No. 2005-25978 and the above referenced Settlement Agreement. Therefore, in the interim, the City is hereby authorizing TRG to perform the following work as part of early works and initial phases of construction:

### EARLY WORKS AND INITIAL PHASES OF CONSTRUCTION

### **Description**

- Asbestos Removal (existing Pilot Bldg. at SPP)
- Assurance Report / Stormwater Discharge Well Permit
- Temporary fence for Ocean Rescue holding area
- Bellsouth re-route of existing line to S&W
- Demolition of existing City Buildings
- Displaced parking
- Temporary fence at South Pointe Park
- Construction sign(s)
- Sand purchase / trucking
- Initial clearing and grading
- Site preparation
- Relocation of landscape material
- Initial phases of underground utilities
- Early procurement of long lead items
- Contingency

Not to Exceed Amount: \$\$1,000,000

### Compensation

- 1. TRG's Application for Payment(s) / Invoice(s) pursuant to the above construction activities are to be submitted to the City for payment monthly.
- 2. Application(s) / Invoice(s) are to indicate % of completion for each activity.
- 3. In no event shall the not to exceed amount stipulated in this Exhibit A be exceeded. Any additional cost(s) shall be submitted to the City Commission independently or be reflected in the final construction Agreement between the City and TRG, as applicable.
- 4. Any unused amounts shall be credited back to the City.

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### **RESOLUTION NO. 2005-25978**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND OFFICIALLY ADOPTING THE BASIS OF DESIGN REPORT (BODR) FOR THE SOUTH POINTE PARK IMPROVEMENTS (THE PROJECT); AUTHORIZING THE ADMINISTRATION TO EXERCISE THE OPTION, AS STATED IN SECTION 6 OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND THE RELATED GROUP FOR THE ALASKA PARCEL, DATED JULY 28, 2004, TO DESIGN AND CONSTRUCT THE PARK PROJECT; AND APPROPRIATING FUNDS, IN THE AMOUNT OF \$14,130,000, FROM THE SOUTH POINTE REDEVELOPMENT AGENCY FOR THE COMPLETION OF THE DESIGN AND CONSTRUCTION OF THE PROJECT, \$5,000,000 OF WHICH WILL BE REFUNDED BY MIAMI-DADE COUNTY GENERAL OBLIGATION BOND FUNDS WHEN MADE AVAILABLE.

WHEREAS, in 1996, the City adopted a Parks Bond Master Plan that included major improvements to South Pointe Park (the Park); and

WHEREAS, in 1997, the Mayor and City Commission approved a Resolution authorizing the City to enter into an agreement with Bermello and Ajamil (B&A) for the design of improvements to the Park (the B&A Agreement); and

WHEREAS, the City Commission authorized the issuance of (a new) RFQ NO. 16-02/03 for architecture and engineering services for the design of Park improvements; and

WHEREAS, at approximately the same time, the City's options for settling the long standing land use litigation related to the Alaska Parcel expanded to include the possible addition of approximately two acres to the Park; and

WHEREAS, on July 28, 2004, the City reached a settlement on the long standing Alaska Parcel land use litigation and as part of the settlement agreement, the developer is obligated to perform the improvements to the Park, at cost, without overhead, if the City notifies the developer of its concept plan by July 28, 2005; and

WHEREAS, if the notification timeline is not met, the City would need to bid and build the Park according to its standard procedures; and

WHEREAS, construction by the developer at its cost represents a projected substantial cost and time savings to the City; and

WHEREAS, on September 8, 2004, the City Commission authorized the issuance of RFQ No. 39-03/04 which included a revised scope of services which addressed the land being added and related issues; and

WHEREAS, on January 12, 2005, the City Commission authorized the execution of a Professional Services Agreement with Hargreaves Associates, Inc. (Hargreaves) limited to the planning of South Pointe Park improvements (the Project); and

Agenda Item\_R7T

Date 7-27-05

RESOL	.UTION	NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE RELATED GROUP OF FLORIDA - ALASKA I, LTD (TRG) TO PERFORM EARLY WORKS AND INITIAL PHASES OF CONSTRUCTION UNDER THE DIRECTION OF THE CITY MANAGER FOR THE SOUTH POINTE PARK IMPROVEMENTS PROJECT (THE PROJECT), PURSUANT TO RESOLUTION NO. 2005-25978 AND SECTION 6 OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND TRG FOR THE ALASKA PARCEL, DATED JULY 28, 2004; AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE THE CONSTRUCTION COSTS SUBMITTED PURSUANT TO THESE ACTIVITIES, IN AN AMOUNT NOT TO EXCEED \$1,000,000.

WHEREAS, on July 28, 2004, the City reached a settlement on the long standing Alaska Parcel land use litigation and as part of the Settlement Agreement, the Developer, the Related Group of Florida - Alaska I, LTD (TRG), is obligated to perform certain improvements to South Pointe Park, at cost, without overhead, if the City notified the Developer of its concept plan by July 28, 2005; and

**WHEREAS**, construction by TRG at its cost represents a projected substantial cost and time savings to the City; and

WHEREAS, on January 12, 2005, the City Commission authorized the execution of a Professional Services Agreement with Hargreaves Associates, Inc. (Hargreaves) for the planning of the South Pointe Park Improvements (the Project); and

WHEREAS, on July 27, 2005, the City Commission approved the Basis of Design Report (BODR) for the Project; approved the exercise of the option in the Alaska Parcel Settlement Agreement to have TRG complete the design and construction of the Project at cost; and approved the appropriation of \$14,130,000 to fund the Project; and

WHEREAS, in addition to the approval of the BODR, the Administration sought authorization from the Mayor and City Commission to enter into negotiations with TRG for the completion of the design and the construction of the Project, as stipulated in the Settlement Agreement; and

WHEREAS, the Administration also presented to the Mayor and City Commission the Administration's intent to enter into negotiations that would retain involvement by Hargreaves in the continuing design development and construction of the Project; and

**WHEREAS,** the City, TRG, and Hargreaves have agreed to continue participating in the Project as a team to address issues; and

WHEREAS, the intent is for TRG to retain a contractor to provide construction services; and

WHEREAS, the City will maintain oversight of the Project throughout; and

WHEREAS, due to the Project's aggressive schedule, early works and possibly initial phases of construction are scheduled to commence prior to executing a final agreement between the City and TRG for the Project; and

**WHEREAS**, in the interim, the Administration seeks authorization to TRG to perform early works and initial phases of construction; and

**WHEREAS**, the Administration seeks authorization to negotiate the construction costs submitted by TRG pursuant to these activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Related Group of Florida – Alaska I, LTD (TRG), under the direction of the City Manager, to perform early works construction for the South Pointe Park Improvements (the Project), pursuant to Resolution No. 2005-25978 and Section 6 of the Settlement Agreement between the City and TRG for the Alaska Parcel, dated July 28, 2004; and authorize the City Administration to negotiate the construction costs submitted pursuant to these activities, up to an amount not to exceed \$1,000,000.

CITY CLERI	K	MAYOR	
ATTEST:			
	PASSED and ADOPTED this	day of	, 2006.

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

## **Condensed Title:**

A Resolution Accepting The Recommendation Of The City Manager Pursuant To Request For Proposals (RFP) No. 22-05/06, Food And Beverage Services For The Miami Beach Convention Center and Other City Cultural Facilities, Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Service America Corporation D/B/A Centerplate, And If Unsuccessful, Authorizing The Administration To Enter Into Negotiations With The Second-Ranked Firm Aramark; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Completion Of Successful Negotiations By The Administration.

**Key Intended Outcome Supported:** 

Improve Availability and Accessibility of Major Events

## Issue:

Shall the City Commission Adopt the Resolution?

## Item Summary/Recommendation:

On April 11, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 22-05/06, to Provide Professional Food and Beverage Facilities Management Services for the Miami Beach Convention Center; with an option to manage food and beverage services at other city cultural facilities to include: 1) the Jackie Gleason Theater of the Performing Arts; 2) the Colony Theater; and 3) the Byron Carlyle Theater.

An Evaluation Committee appointed by the City Manager, convened and spent an entire day listening to presentations that included food and beverage tasting and question and answer sessions with each Proposer. The Committee unanimously agreed that Centerplate is the top-ranked firm and Aramark is the second-ranked firm.

The Committee, as part of their recommendation of Centerplate as the top-ranked firm, further recommended that Barton G. be contractually "locked-in"; and should the partnership between Barton G. and Centerplate end prior to the term of Centerplate's contract with the City, that the City should reserve all approval rights as to Barton G.'s replacement.

The City Manager was briefed on the Committee's recommendation and after exercising his due diligence, concurs with the Committee's recommendation.

## ADOPT THE RESOLUTION.

## Advisory Board Recommendation:

## Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3		and the second s	
	4			
Finance Dept	Total			

**Financial Impact Summary:** 

				_	
Cit	ty Clark's	Office	Legislative	/	Tracking
VI.	th Cleiv 2	OHIGE	Legislative	_	Hacking.

Gus Lopez, extension 6641.

Sign-Offs:		
Department Director	Assistant City Manager	City Manager
MS flegation	HF Thernand	JMG
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 22-05/06, TO PROVIDE PROFESSIONAL FOOD AND BEVERAGE FACILITIES MANAGEMENT SERVICES FOR THE MIAMI BEACH CONVENTION CENTER; WITH AN OPTION TO MANAGE FOOD AND BEVERAGE SERVICES AT OTHER CITY CULTURAL FACILITIES, IF DEEMED TO BE IN THE CITY'S BEST INTEREST; AUTHORIZING THE ADMINISTRATION TO ENTER INTO FIRM **NEGOTIATIONS** WITH THE TOP-RANKED SERVICE **AMERICA** D/B/A CENTERPLATE. AND IF UNSUCCESSFUL CORPORATION NEGOTIATING AN AGREEMENT WITH SERVICE AMERICA CORPORATION D/B/A CENTERPLATE, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND-RANKED FIRM ARAMARK: AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT **OF** SUCCESSFUL **NEGOTIATIONS** THE **UPON** COMPLETION ADMINISTRATION.

## ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

## **ANALYSIS**

1

On December 17, 1986, the City of Miami Beach entered into an Agreement with Volume Services America for the preparation and delivery of food and beverage services for the Miami Beach Convention Center and the Jackie Gleason Theater. This initial term was in affect for fifteen (15) years through February 2002. On May 16, 2001, the City Commission passed Resolution No. 2001-24393, which exercised a renewal option to the Agreement with Volume Services America for an additional five year term, which expires on February 28, 2007. It should also be noted that in October 2004, Volume Services America changed the name of the company from Volume Services America Holdings, Inc. to Centerplate, Inc., who currently manages food/beverage services at the Miami Beach Convention Center and Jackie Gleason Theater.

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Commission Memo Re Food & Beverage Selection September 6, 2006 Page 2 of 7

In February 2005, the City issued Centerplate a notice of default due to continued service deficiencies at the Miami Beach Convention Center (MBCC) during a number of events in 2004 and 2005, but most significantly due to deficiencies experienced during the SAP Conference in January 2005. In accordance with the Agreement, Centerplate was provided with thirty (30) days to remedy the aforestated default. Subsequently, Centerplate made sufficient changes in staffing, which included 99% change in staff, and operations which resulted in significant quality improvements to cure the default. Since these changes have been made, the client surveys have substantiated that satisfactory changes were made. That said, the City recognizes that isolated incidents are likely to occur in large catering/concession operations.

Although the current agreement does provide for one additional renewal option of five years, in light of the length of the current contract term (total 20 years), the Administration felt it was in the City's best interest to issue a Request for Proposals (RFP) to ensure the Miami Beach Convention Center continues to provide quality food and beverage concession services to the users and attendees of the Convention Center and potentially other cultural venues. This recommendation was presented to the Convention Center Advisory Board (CCAB) as an informational item at their February 28, 2006 meeting. No objections were raised. This matter was also discussed at the March 28, 2006, CCAB meeting.

The aforementioned matter was also considered by the Finance and Citywide Projects Committee on March 23, 2006. At that time there was also a discussion on the prohibition, which has been in place for 20 years, that restricts the City's food and beverage concessionaire from hosting local catering events such as banquets, weddings, and large non-profit organization events at the Miami Beach Convention Center, when those events do not book an exhibit hall and are not conventions, trade shows, public shows, entertainment events, or consumer shows. The Finance and Citywide Projects Committee felt this was business the Convention Center should be allowed to compete for, especially since other local facilities like the Miami Performing Arts Center and Parrot Jungle are able to do so. Moreover, the City's largest hotel, the Fontainebleau, has closed for renovations and limits the availability of space in the City equipped to handle large catered functions. It is also important to note that the Miami Beach Convention Center is the only convention center in the Country with this prohibition. The Committee agreed the prohibition should be eliminated in current and future food and beverage The removal of the prohibition was also discussed during the Commission's Convention Center Workshop, with an agreement that the prohibition should be removed. The RFP issued contemplated the ability for social catering. In addition, a resolution on the September 6, 2006 Commission agenda proposes an amendment to the current concession agreement to allow this business during the balance of the current contract term.

On April 11, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 22-05/06, to Provide Professional Food and Beverage Facilities Management Services for the Miami Beach Convention Center; with an option to manage food and beverage services at other city cultural facilities to include: 1) the Jackie Gleason Theater of the Performing Arts; 2) the Colony Theater; and 3) the Byron Carlyle Theater. The RFP allows for the successful proposer to host local catering events such as banquets, weddings, and large non-profit organization events at the Miami Beach Convention Center.

RFP No. 22-05/06 was issued on April 11, 2006 with an opening date of May 26, 2006.

On April 26, 2006, a pre-Proposal submission meeting was held at the following address:

Commission Memo Re Food & Beverage Selection September 6, 2006 Page 3 of 7

> Miami Beach Convention Center 1901 Convention Center Drive -- Fourth Floor Executive Conference Room Miami Beach, FL 33139

As part of the pre-Proposal meeting, a tour of the facility including but not limited to the kitchen areas was provided to all in attendance. Attendance (in person or via telephone) was encouraged and recommended as a source of information but was not mandatory.

BidNet issued bid notices to 25 prospective Proposers. Additionally, nine (9) Proposers who are members of the International Association of Assembly Managers (IAAM) were notified e-mail, which resulted in the receipt of following five (5) proposals:

- 1. Aramark;
- 2. Boston Culinary;
- 3. Centerplate;
- 4. Levy Restaurants; and
- 5. Ovations.

All five (5) Proposers were notified that the Evaluation Committee meeting was scheduled as follows:

<u>Date:</u> Place: Wednesday, August 23, 2006 Miami Beach Convention Center

Room B-117

1901 Convention Center Drive

Miami Beach, FL 33139

Each Proposer was asked to provide the Evaluation Committee with a 15-minute presentation, followed by a 20-minute question and answer session.

Time:

Aramark 10:00 a.m. -- 10:55 a.m.

Boston Culinary Group 11:00 a.m. -- 11:55 a.m.

Centerplate 12 noon -- 12:55 p.m.

Levy Restaurants 1:00 p.m. -- 1:55 p.m.

Ovations 2:00 p.m. -- 2:55 p.m.

Additionally, each Proposer was asked to prepare and provide a food display of their foods for tasting and sampling. Each Proposer was assigned their own room (all rooms were identical in dimension and base finish), with access to said room two days prior to their scheduled presentations. The rooms were assigned as follows:

## Commission Memo Re Food & Beverage Selection September 6, 2006 Page 4 of 7

Aramark Room B-112;
Boston Room B-113;
Centerplate Room B-114;
Levy Room B-115; and
Ovations Room B-116.

The City Manager via Letter to Commission (LTC) No. 161-2006, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

Director, Office of Budget and Performance Improvement. Kathie Brooks President, Greater Miami and the Beaches Hotel Association Stuart Blumberg Assistant City Manager, Committee Chair Hilda Fernandez Former Chairperson, Convention Center Advisory Board Joe Fontana Chairperson, Miami Beach Visitor & Convention Authority Steven Hass Miami Boat Show Cathy Johnston Board Member, Convention Center Advisory Board Jeff Lehman Chairperson, Miami Beach Chamber of Commerce Alan Randolph Convention Services Director, Greater Miami Convention and Visitors Lyan Tassler Bureau

Mr. Alan Randolph was unable to serve as a Committee member as a result of his transition to a new job. Mr. Randolph was replaced by Mr. Randy Heimler, Chairperson, Miami Beach Convention Center Advisory Board.

On August 23, 2006, the Committee convened and all Committee members were in attendance. The Committee agenda consisted of the following: 1) Introductions; 2) Project Overview; 3) Evaluation Criteria; 4) Government in the Sunshine Law; 5) Cone of Silence

The following Evaluation Criteria was used to evaluate and rank the Proposers:

- A) Financial: (percentage = 35%)
  - Financial capability to perform the services outlined in the RFP;
  - Proposed commissions or services within maximum cost guidelines parallel to the goals and requirements of the City;
  - Commission proposal and other additional financial considerations; and
  - Provision of (availability of) daily financial data for each venue in a recognized GAAP format.
- B) Experience and qualifications and Past Performance Based on Client Surveys: (percentage = 30%)
  - Experience and qualifications of the Proposer in high-quality convention center, arena and/or restaurant food/beverage operations pertaining to catering /banqueting, concessions, special services, suite/club catering, bar services, restaurants, including VIP and other similar services; Management team's experience and qualifications; and
  - Volume and quality of surveys submitted by clients.

- C) Operational expertise and procedures: (percentage = 20%)
  - Staff training/manual procedures;
  - Approach to customer service and maintenance of quality standards;
  - Ability to provide back-up management expertise on short notice;
  - Cash control computer system and interfaces to be provided;
  - Risk Assessment Plan(s); and
  - Service Plan(s).
- D) Business and Creative Marketing Plan (percentage = 15%)
  - Business and Marketing plans as presented for both food and beverage and catering concession services.

After listening to presentations that included food and beverage tastings and question and answer sessions with each Proposer, the Committee deliberated, scored and ranked the Proposers as follows:

COMMITTEE  MEMBER  Note: Number in par	ARAMARK entheses ( ) be	BOSTON CULINARY elow denotes ra	CENTERPLATE inking:	<u>LEVY</u>	OVATIONS
Steven Haas	87 (3)	60 (5)	90 (1)	75 (4)	89 (2)
Jeff Lehman	84 (2)	50 (4)	85 (1)	50 (4)	83 (3)
Stuart Blumberg	85 (2)	65 (4)	90 (1)	55 (5)	75 (3)
Randy Heimler	75 (2)	70 (3)	80 (1)	70 (3)	70 (3)
Lyan Tassler	91 (1)	65 (4)	80 (3)	40 (5)	83 (2)
Cathy Johnston	91 (1)	59 (5)	82 (3)	85 (2)	75 (4)
Joe Fontanna	90 (1)	55 (5)	70 (2)	60 (4)	65 (3)
Hilda Fernandez	82 (2)	80 (3)	84 (1)	76 (4)	80 (3)
Kathy Brooks	82 (3)	75 (4)	88 (1)	74 (5)	85 (2)
TOTAL 1 <sup>ST</sup> PLACE VOTES	3	0	6	0	0

A motion was made by Cathy Johnston, seconded by Steven Haas and unanimously agreed by the Committee that Centerplate is the top-ranked firm and Aramark is the second-ranked firm. The Committee, as part of their recommendation of Centerplate as the top-ranked firm, further recommended that Barton G. be contractually "locked-in"; and should the partnership between

Commission Memo Re Food & Beverage Selection September 6, 2006 Page 6 of 7

Barton G. and Centerplate end prior to the term of Centerplate's contract with the City, that the City should reserve all approval rights as to Barton G.'s replacement.

Centerplate has formed an exclusive relationship with Barton G., a Miami-based event planning and production company. Barton G.'s involvement will help redefine culinary expectations at convention facilities, and in particular provide additional expertise for catering opportunities at our convention center. The optional enhancements offered to our clients through Centerplate's partnership with Barton G., are expected to take the Miami Beach Convention Center's food and beverage program to a new level. In addition to the culinary expertise and reputation that Barton G. brings to the City, Barton G. proposed to showcase the Miami Beach Convention Center and related facilities as preferred venues to their extensive list of social, corporate and philanthropic clients. Barton G.'s national client base, which includes numerous Fortune 500 corporations, provides limitless possibilities to the Miami Beach Convention Center for future programs and potential revenue.

Centerplate's proposal included the following:

**Guaranteed Minimum Annual Rent** of \$1,250,000 (representing effective commission rate of 31.3% based on the first \$4 million in annual Gross Receipts), **plus** the following additional commission percentage based on Gross Receipts:

FROM	то	CONCESSION FOOD & BEVERAGE	RESTAURANT FOOD & BEVERAGE	CATERING FOOD & BEVERAGE	ALCOHOLIC BEVERAGE	3RD PARTY FIRMS
\$0	\$4,000,000	0%	0%	0%	0%	0%
\$4,000,001	\$7,500,000	30%	20%	22.5%	35%	55%
\$7,500,001	\$10,000,000	32.%	22.5%	25%	37.5%	57.5%
\$10,000,001	\$12,500,000	35%	25%	27.5%	40%	60%
\$12,500,001	\$15,000,000	37.5%	27.5%	30%	42.5%	62.5%
\$15,000,001	and Greater	40%	30%	32.5%	45%	65%

**Capital Investment**. Centerplate will invest up to \$800,000 towards food and beverage capital projects to enhance the foodservice facilities at the Miami Beach Convention Center. This will include substantial upgrades to existing concession areas, creating unique brand experiences for visitors to the facility.

Centerplate will also allocate 1.5% of Gross Receipts towards a Capital Reserve Fund.

**Marketing Reserve Fund.** Centerplate will allocate the greater of an annual contribution of \$20,000 or 1.5% of Catering Gross Receipts to a Marketing Reserve Fund to promote the food and beverage offerings (catering, concessions, etc.). In addition, Centerplate proposed to prefund \$50,000 towards the Marketing Reserve Fund in order to start the marketing initiatives immediately.

Commission Memo Re Food & Beverage Selection September 6, 2006 Page 7 of 7

**Scholarship Fund.** Centerplate proposed an annual contribution of \$20,000. In addition, if the aggregate Gross Receipts at the Center for the first three years of the contract is greater than \$20 million, Centerplate also proposed making a one time contribution of \$50,000 to the scholarship fund (at the conclusion of the third contract year).

The City Manager was briefed on the Committee's recommendation and after exercising his due diligence, concurs with the Committee's recommendation.

Attached for your information, please find the following information relative to Centerplate's proposal to the City:

- 1. Letter from Barton G. dated May 26, 2006;
- 2. Centerplate's Financial Proposal;
- 3. Centerplate's Scholarship Fund Proposal (page 143);
- 4. Centerplate's Management Staff (pages 83 thru 86);
- 5. Business and Creative Marketing Business Plan (pages 127 thru 140);
- 6. Risk Assessment Plan (pages 111 thru 113);

## **CONCLUSION**

The Administration recommends that the Mayor and City Commission adopt the attached resolution which accepts the recommendation of the City Manager pertaining to the ranking of firms pursuant to Request for Proposals (RFP) No. 22-05/06, to provide professional food and beverage facilities management services for the Miami Beach Convention Center; with an option to manage food and beverage services at other city cultural facilities, if deemed to be in the city's best interest; authorizing the Administration to enter into negotiations with the topranked firm Service America Corporation d/b/a Centerplate, and if unsuccessful in negotiating an agreement with Service America Corporation d/b/a Centerplate, authorizing the Administration to enter into negotiations with the second-ranked firm Aramark; and further authorizing the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the Administration.

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May 26, 2006

Dear Mr. Gus Lopez and Committee Members:

Please let me take this opportunity to express my deep appreciation for your review and consideration of the proposed partnership between Centerplate and Barton G. at the Miami Beach Convention Center and related facilities.

The Barton G. signature is synonymous with style, creativity and service. Our proposed partnership with Centerplate is unique within the industry and will enable us to redefine culinary expectations at convention facilities. The optional enhancements offered to your clients through this partnership will take The Miami Beach Convention Center's food and beverage program to a new level, forever changing the manner in which corporate meeting planners and social clients view high volume catering services.

In addition to the culinary expertise and stellar reputation that Barton G. brings to this partnership, we will work in tandem with Centerplate to showcase the Miami Beach Convention Center and related facilities as preferred venues to our extensive list of social, corporate and philanthropic clients. Our national client base, which includes numerous Fortune 500 corporations, provides limitless possibilities to the Miami Beach Convention Center for future programs and potential revenue.

My deepest thanks for allowing us, in conjunction with Centerplate, to present our collective vision for the future of the Miami Beach Convention Center to you.

Most sincerely,

Barton Weiss President

## **Miami Beach Convention Center Financial Proposal**

Centerplate is pleased to offer the following financial proposal to the City of Miami Beach (the "City") to operate the food and beverage services at the Miami Beach Convention Center (the "Center"), Jackie Gleason Theater, Byron-Carlyle Theater and Colony Theater ("Other City Facilities") under the terms and conditions outlined below.

Scope of Services

Exclusive right to operate all foodservice areas, bars, restaurants, refreshment stands and catering services to sell all food and beverage services at the Center and Other City Facilities.

## Term

Initial term of five-years. The City, at its sole option and discretion, may further extend the agreement for up to two (2) additional successive five-year option periods. The extension options shall be mutually agreed by both parties.

Capital Investment

Centerplate will invest up to \$800,000 ("Investment") comprised of the following:

Investment of \$800,000 towards food and beverage capital projects as outlined in our capital budget to enhance the foodservice facilities at the Center during the first contract year.

Investment shall be amortized on a five-year schedule from installation or deployment date, whichever is later. Investment would require industry standard buy-back provision in case of early termination. If the food and beverage services agreement expires or terminates for any reason whatsoever, with or without cause, prior to Centerplate's complete amortization of the investment, the unamortized portion of the investment will be reimbursed to Centerplate by the City or the successor concessionaire.

In addition, Centerplate shall rollover its unamortized investment balance under the current foodservice agreement at the Center.

# Commissions - Percentage of Gross Receipts

Calculated on the increment and all tiers are adjusted by CPI

Guaranteed Minimum Annual Rent of \$1,250,000 (representing effective commission rate of 31.3% based on the first \$4 million in annual Gross Receipts) plus the following commission percentage of Gross Receipts:

				Concessions	Restaurant	Catering		[1]
				Food &	& Food Court	Food &	Alcoholic	Third party
	Annual Gro	ss R	Leceipts	Beverage [2]	Food & Bev.	Beverage	Beverage	Subcontractor
	From:		To:	%	%	%	%	%
	Zero	\$	4,000,000	0.0%	0.0%	0.0%	0.0%	0.0%
\$	4,000,001	\$	7,500,000	30.0%	20.0%	22.5%	35.0%	55.0%
\$	7,500,001	\$	10,000,000	32.5%	22.5%	25.0%	37.5%	57.5%
\$	10,000,001	\$	12,500,000	35.0%	25.0%	27.5%	40.0%	60.0%
s	12,500,001	\$	15,000,000	37.5%	27.5%	30.0%	42.5%	62.5%
\$	15,000,001		& Greater	40.0%	30.0%	32.5%	45.0%	65.0%

[1] Percentage of amount received by Centerplate from its third party subcontractors.

Example is presented only to illustrate methodology of calculation and does not establish expectation of actual results.

Minimum Base Rent	1_250	1.250	1.250
Total Net Sales	\$ 6,250	\$ 6,875	\$ 7,500
Other (Third Party Subcontractors)	600	 660	 720
Alcoholic Beverage Sales	900	990	1,080
Catering Food and Beverage Sales	3,250	3,575	3,900
Restaurant Food and Beverage Sales	500	550	600
Concession Food and Beverage Sales	\$ 1,000	\$ 1,100	\$ 1,200
(\$ in thousands)	Low	<u>Mid</u>	<u>High</u>

<sup>[2]</sup> Centerplate proposes the same percentage rent for branded foods as the rates for the Concession Food & Beverage Sales, provided the commissions are decreased dollar for dollar for the royalty fee (typically at 5.0% to 6.0% of sales) associated with the branded food concepts.

## Other Contribution

Centerplate shall make the following contribution:

Capital Reserve Fund As a % of Gross Receipts:

1.5%

Marketing Reserve Fund

The greater of annual contribution of \$20,000 or As a % of Catering Gross Receipts:

1.5%

In addition, we propose to advance or pre-fund \$50,000 toward the Marketing Reserve Fund in order to start the marketing initiatives immediately.

Scholarship Fund

Annual contribution of \$20,000. In addition, if the aggregate Gross Receipts at the Center for the first three years of the contract is greater than \$20 million, Centerplate shall make a one time contribution of \$50,000 (at the conclusion of the third contract year).

**Alternative Extension Option** 

If the five-year contract ending June 30, 2011 is extended for a ten (10) year period, Centerplate proposes to invest \$2.0 million toward foodservice equipment, upgrades and improvements during the first year of the extension period to be mutually agreed upon by both parties.

## Guaranteed minimum rent shall be as follows:

Years 1 to 5

\$1,250,000

Years 6 to 10

\$1,350,000

Years 11 to 15

\$1,450,000

All other terms outlined above would remain the same.

## Alternative Ballroom Option

If the ballroom under planning and development comes online during the initial contract term, Centerplate proposes to invest up to \$2.0 million in exchange for a ten-year contract extension. Investment shall be based on (i) \$1.5 million toward food and beverage capital projects to be mutually agreed by both parties (as outlined in our proposal) within 12 months prior to the completion of the ballroom, and (ii) \$0.5 million toward marketing and promotional initiatives.

In addition, we propose to pay the following commission percentage from the ballroom's Gross Receipts:

Category	From:	To:	Rent %
Calculated on the increment and ali	tiers are adjusted by CPI		
Catering / Banquet	Zero	\$1,000,000	25.0%
Cutoring, Building	\$1,000,001	\$2,000,000	27.5%
	\$2,000,001	\$3,000,000	30.0%
	\$3,000,001	\$4,000,000	32.5%
	\$4,000,001	\$5,000,000	35.0%
	\$5,000,001	and greater	36.0%

## Guaranteed minimum rent shall be as follows:

Years 1 to 5

\$1,250,000

Years 6 to 10

\$1,350,000

Years 11 to 15

\$1,450,000

All other terms outlined above would remain the same.

The ancillary conditions are a critical part of this proposal, because they influence our ability to offer this type of commitment; thus, we have included a recap of those items as well.

## Other

- The above commissions for the food and beverage services shall be paid as a percentage of Gross Receipts (total revenues less sales or other taxes, service charges, employee meals and reduced or at cost items). Gross Receipts will include the amount received by Centerplate from third party subcontractors and not the gross receipts generated by the subcontractors.
- Proposal is based on the removal of the current restriction to pursue food and beverage catering business opportunities for local social events such as banquets, wedding, and non-profit organization events that do not book an exhibit hall and are not conventions, trade shows, public shows, entertainment events, or consumer shows.
- The Gross Receipts could potentially be affected if Centerplate does not have the rights to operate the Jackie Gleason Theater. Such reductions or deviations may negatively impact Centerplate's ability to generate sufficient operating income to support its investment. In consideration thereof, we propose to make an adjustment to the commissions payable to the City if the Jackie Gleason Theater is no longer part of the scope of services.
- The foregoing proposal shall not constitute a binding obligation of Centerplate until (i) Centerplate and the City have negotiated and executed a definitive agreement (ii) the Board of Directors of Centerplate has approved the foregoing, without regard to good faith or any other standard.

## SCHOLARSHIP FUND

Centerplate has been pleased to contribute towards tourism and travel scholarships for Miami Beach residents and graduates of Miami Beach High School who are interested in pursuing additional education in the food and hospitality industry. Since May, 2002, Centerplate has been proud to donate over \$80,000 to support this worthy program.



We propose to continue this support and pledge to contribute \$20,000 annually.

However, more importantly, we will dedicate ourselves to increasing awareness of the program as currently only six students are receiving the benefit of this incredible program. We would also pledge the time of our managers to visit schools to speak to students regarding careers in the hospitality industry in general and the Scholarship Fund specifically.

We are well suited to assist in this endeavor because, prior to our participation in the Scholarship Fund, we had publicized internships to attract and educate local students. In fact, that is how our very talented Director of Catering Sales, Tanny Lim, joined Centerplate.

SCHOLARSHIP FUND

## **MANAGEMENT STAFF**

Centerplate understands that a professional, well-trained management team is critical to the efficient and successful operation of premier venues like those in Miami Beach.



Centerplate has assembled a superior management team with unique knowledge of your facilities. Each of them exceeds the high standards Centerplate sets corporate-wide for its managers.

Kyle Kandel, Centerplate's senior executive responsible for your venues, brings an unparalleled level of experience to his position. Kyle has nearly 25 years of food service experience at some of the finest properties in the country, including:

## Fine Hotels and Restaurants

St. Moritz, New York
Maxim's, New York
Garden City Hotel, Long Island
Hyatt Regency Maui Resort and Spa, Maui
United Nations Plaza Hotel, New York
Boca Raton Resort, Florida

Premier Convention Centers Jacob Javits Center Washington, D.C.

Kyle is a Culinary Institute of America graduate and worked as a chef for over 15 years. In fact, he joined Centerplate as corporate executive chef. Very few can match Kyle's culinary and management background and, with his food service experience at Miami Beach, no executive is in a better position to partner with MBCC to build its future.

QUALIFICATIONS

Our culinary and management team in Miami Beach is very deep. Eric Bayne, our General Manager, has almost twenty years of convention center and entertainment venue experience. In fact he began his career in Miami in the late 1980s. Since that time, he has progressed through the management ranks with general management tenure at the Atlantic City Convention Center, Atlantic City, New Jersey; The Birmingham Jefferson Convention Complex, Birmingham, Alabama; the Arlington Convention Center, Arlington, Texas; the Lakeland Convention Center, Lakeland, Florida; and the Pyramid Arena, Memphis, Tennessee.

Eric has also built a strong team. Our highly skilled Director of Catering Sales, Tanny Lim, joined us over 7 years ago with an extensive hospitality background and a degree in Hospitality Management. Of all of Tanny's many attributes, what makes her most special here in Miami Beach is her relationship with our clients. For those clients who hold multiple events here annually, Tanny is the confident liaison who already knows the intricacies of their events. They return to the Miami Beach Convention



Creating something special.

Center, not to find a Sales Person, but rather a good friend who has provided excellent service for many years. For first time clients, Tanny's experience and detailed knowledge of the facility, allows her to guide them through their events to the benefit of their guests.

Carlos Segura, our Food and Beverage Director, brings experience and deep knowledge from a vast hotel, cruise ship and country club background. But even more important is the attitude which Carlos has instilled in our operations. Carlos continually challenges his team to be innovative and deliver truly delightful guest experiences. No coffee break is ever dull and ordinary, and he strives to make every buffet a work of art. This creative, can-do attitude has had a contagious effect on our entire culinary and service staff, driving our performance to new levels. He is a conscientious manager who leads his team by example to seek perfection consistently.

Our proposed Executive Chef, Roderick Jackson, has over 12 years of experience in hospitality catering, most recently in Texas with experience gained at the American Bank Center Convention and Entertainment Complex, the Dallas Renaissance Convention Hotel, and the Dallas Convention Center. In fact in his most recent position in Corpus Christi, he was awarded the Best Caterer and Best Chef honors in two different competitions.

QUALIFICATIONS

Our highly talented Regional Executive Chef for the Southeast Region, Mike Pappas, is based in Jacksonville. As a former culinary professor, and with over ten years in the hospitality industry at premier hotels, restaurants and convention centers, he is formally recognized as one of the strongest chefs in our organization. For Centerplate, he has developed new and innovative menu concepts and was responsible for the successful execution and supervision of all of our events associated with the hosting of Super Bowl XXXIX. Chef Pappas has expertise in all aspects of food production, presentation and quality as well as a keen knowledge of food cost analysis, labor and inventory cost control, staff management and training. Chef Pappas has been instrumental, and will continue to be, in the development of new menus and presentation standards for our Miami Beach properties.

In your Miami Beach facilities, we have built an incredibly strong team, all of whom are solely, and passionately, focused on your success. As we have in the past, we commit to provide you with direct executive support. Kyle Kandel is a member of Centerplate's Senior Team and reports directly to our CEO, Janet Steinmayer, who is also actively involved in your business.

We pride ourselves in hiring experienced managers and providing them the training and development opportunities to grow for the benefit of you, our client.

All of our management positions are expected to provide significant leadership to those employees who report to them. That is a given. However, our managers must also be able to lead and guide customers (meeting planners), partners (A/V, decorators), and suppliers. To be successful, our managers must be able to lead and persuasively communicate with those over whom they do not have formal control.



Management job descriptions for each are as follows:

## General Manager

With the latitude and expertise to make onsite decisions, the General Manager is ultimately responsible for all sales, operational and personnel activities relating to the preparation and delivery of all food and beverage service for our guests.

## Assistant General Manager/Food and Beverage Director

The Assistant General Manager/Food and Beverage Director is generally responsible for overseeing operations and providing continuity in the absence of the General Manager. Specific duties include:

- · A primary focus on retail and restaurant operations.
- Responsibility for catering services.
- Personnel and Scheduling.
- Oversight of the customer service and safety training programs provided for Centerplate employees.

## **Executive Chef**

The Executive Chef is responsible for creating, maintaining and implementing new food concepts in all points of food service. In this role, it is expected that the Executive Chef will accomplish the following:

- Increase food quality and profits through effective control procedures that eliminate unnecessary waste and inefficiency.
- Reduce liability risk through a stringent policy of safe working practices.
- Enhance the positive perception of your facilities by delivering creative menus, high quality food and appealing tablescapes.

# **Director of Catering**

The Director of Catering is responsible for the coordination and execution of all of Centerplate's catering services - from development of our marketing plan to service in function rooms. Among specific duties are:

- Accountability for all catering sales, including development of an integrated effort to maximize those sales.
- Co-promotion of Miami Beach in coordination with your sales personnel.

QUALIFICATIONS



Creating something special.

## **Catering Manager**

The Catering Manager reports to the Director of Catering and spearheads new business efforts and the tactical application of our marketing plan to maximize annual revenues in Miami Beach. This is accomplished through:

- Establishment of ties with business, social, civic and charitable organizations.
- Creation of an effective presence at trade shows.
- Coordination and planning of each event to ensure it captures or exceeds the customer's vision.
- Enhancement of each event by serving as a creative and innovative subject matter expert for the customer, ultimately increasing sales.

## **Retail Concessions Manager**

Reporting directly to the General Manager, the Retail Concessions Manager is responsible for all non-catered food service. Included in the responsibilities of the Retail Concessions Manager is:

- Hiring, training and placement of staff.
- Safety and sanitation standards in all areas.
- Delivery of quality food, beverage and service.
- Compilation of event histories and forecasting sales.
- Marketing and merchandising of retail stands.

QUALIFICATIONS

## BUSINESS AND CREATIVE MARKETING

## **Miami Beach Convention Center**

Centerplate envisions Miami Beach Convention Center not only as one of the nation's pre-eminent meeting facilities, but also as a year-round entertainment destination and event center for the Miami community.

# Centerplate Counterplate Counterplate special.

## **Retail Concessions**

We recognize that retail concession menus and food service environments have a significant impact on the overall experience of many of your guests. Therefore, we have analyzed each area to provide you with menu and design concept proposals that will meet visitor expectations, reflect Miami Beach, and provide a dining experience seamless with your overall guest service vision.

Our plan is to provide:

- Retail concessions menus that deliver quality, taste and variety
  without sacrificing speed. We believe it is our obligation to add
  interest and excitement, with new flavors and preparations, and
  treat your visitors to something they didn't expect, especially at a
  quick-serve stand.
- Environments to serve this food that are uniquely Miami Beach.

In preparing for the future, our facility design team has already worked very closely with the company whose designs appear in this RFP, M3. A highly regarded member of the design profession, M3's designs can be seen throughout the country, ranging from museums to prominent restaurants. Their work has appeared in many industry and business publications and periodicals.

To keep our retail menus fresh, Centerplate has an exclusive built-in advantage – our Culinary Leadership Network (CLN), the committee of our most talented and creative chefs system-wide. By establishing this forum of experts, we are able to maximize the talent of our entire staff, who together develop breakthrough recipes, share ideas, keep astride of shifting trends and standardize procedures.

The exciting prospect for Miami Beach is that through the CLN, we will be able to share with you the latest advances that come out of every one of our kitchens throughout North America. And that will keep the facility's offerings fresh and cutting-edge. BUSINESS PLAN



Creating something special.

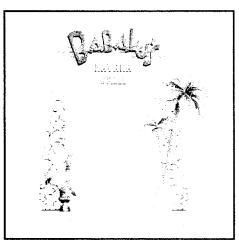
BUSINESS PLAN

Our chefs have a disciplined approach to retail menu creation. We design each menu through local market analysis to ensure that the offerings are a match for local tastes. Subsequent review concentrates on more targeted consumer audiences – from kids to special diets to traditional vs. cutting edge. Our new **Redefining Fresh** program re-emphasizes our commitment to freshness – Fresh ingredients, Freshly prepared, in Fresh new ways resulting in the best-tasting meals possible.

All of the following menus were created through a partnership of our chefs and operators to provide guests with a unique retail dining experience; one that will enhance their appreciation of your facility – by Creating Something Special.

It is another part of Centerplate's commitment to Create Something Special that separates us from off-the-rack services that our competitors often propose. At MBCC, our strategy is to provide customized solutions based on our on-going connection to Miami Beach and its visitor base.

## **East Cafe**



Centerplate has developed an exciting new concept for the East Café space, Babalu's Havana Grill.

Using traditional recipes and fine ingredients to deliver authentic flavor, Babalu's will serve tempting Cuban cuisine such as empanadas, tostones, maduros and a variety of Cuban Sandwiches.

However, the food won't be the only draw to Babalu's, the room itself will be entertaining featuring all the

romance and adventure we associate with old Havana.

Central to the space, hanging behind the buffet line, will be a massive weathered map of Cuba displayed in a distressed dark frame and illuminated by old fashioned clamshell lamps.

However, this is just the beginning of the transformation, the walls flanking the buffet to left and right will be finished in a period fashion with dimensional shutters, aged walls and an illuminated Havana skyline seen through glazed window frames set into the walls. It will actually appear as if guests are viewing the cityscape from within a sultry, period Cuban nightclub.

We believe this Old Havana-themed restaurant concept is the first of its kind at any public facility in the nation. We will be providing your guests with a unique experience available only in Miami Beach. Not only will they be served delicious food, they will also be entertained by the environment of Babalu's.



## Crain by something special.

## **Exhibition Hall Concessions Stands**

Our MBCC exhibition hall concepts will make a truly unique addition to the facility. They will offer quick-serve food that is higher quality, better tasting and served with more flair than anyone would ever anticipate from an exhibit hall's retail outlet.

We have benchmarked the proposed menu items against offerings from best-in-class restaurants and we have performed strenuous perfecting in our own test kitchens on each. In addition, the operations and service systems are state-of-the-art and specifically designed to operate flawlessly in a high volume venue like MBCC.

At Centerplate, we don't believe convention center visitors should sacrifice quality, taste or variety for speed. Rather, we think that it is our obligation to add interest and excitement, with new flavors and preparations, and treat the guests to choices and quality they didn't expect.

Our policy is always to serve the best food possible, to serve it fresh and to serve it hot. Everything is served to the visitor fresh from preparation. We don't believe in pre-cooking and wrapping products to sit under a heat lamp and we won't serve visitors anything less than our best. We will include a number of options:

BUSINESS PLAN



## alfresco

Kitchen-style Italian specialties in a flavor-filled menu of exciting regional dishes – calzone and spicy sausages, zesty pizza, perfectly prepared pasta, and even crisp and robust Caesar salad.



## Taste of the East

Sophisticated Asian recipes using chicken, pork, tofu, vegetables and rice, accompanied by delicately subtle sauces



Creating something special.



## **Tortilla Junction**

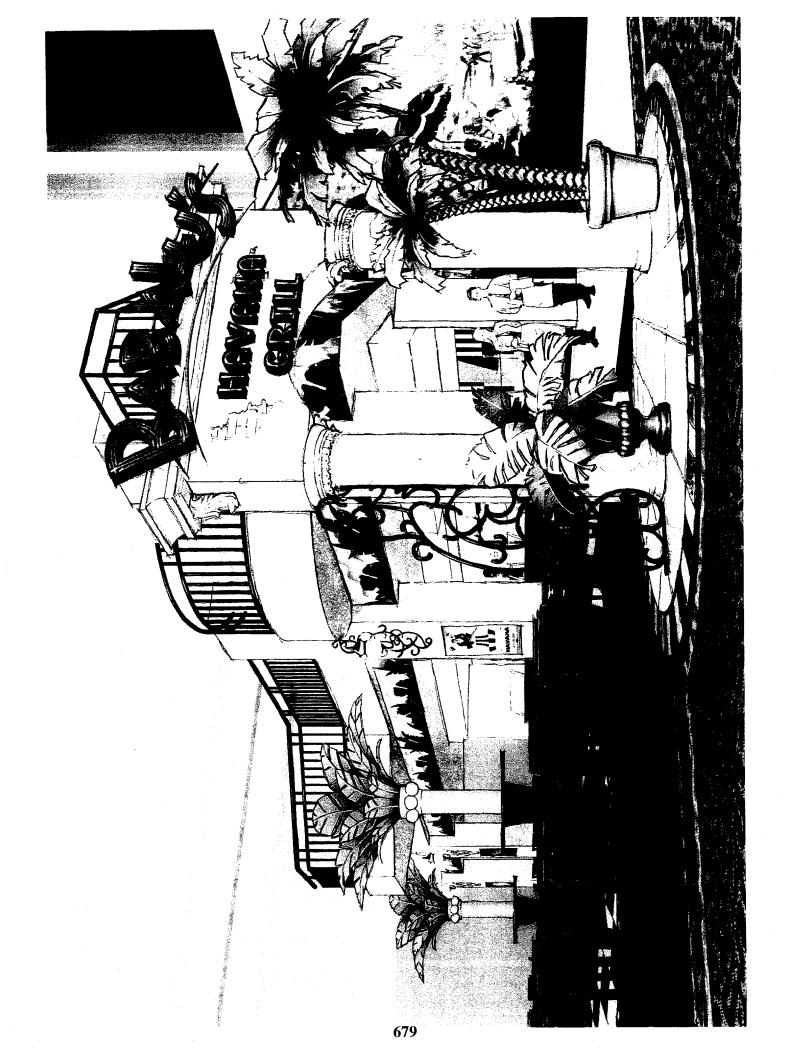
Mexican fare with South Florida flair. Bursting full burritos, crisp and flavorful tacos and more - with all the.colorful, spicy tastes that give Mexican treats their distinct personality.



## Miami Beach Grill

Fresh-grilled flavor plus quick-serve convenience. Big 1/3-pound burgers, crispy chicken tenders, and sizzling hot fries.

**BUSINESS PLAN** 





1.1 Interior Design Plan / Buffet Line

1 BABALU'S HAVANA GRILL / Miami Convention Center

1.0 Interior Design Plan / Buffet Line BABALU'S HAVANA GRILL / Miami Convention Center

**E** 

Elements:
Dimensional Cuban Buiding Fecade
with distressed finish
Dimensional Window Frames with Trim
LLUMNATED Window Penals Showing
Havara Exterior Street Scenes
Decorative Plant Material

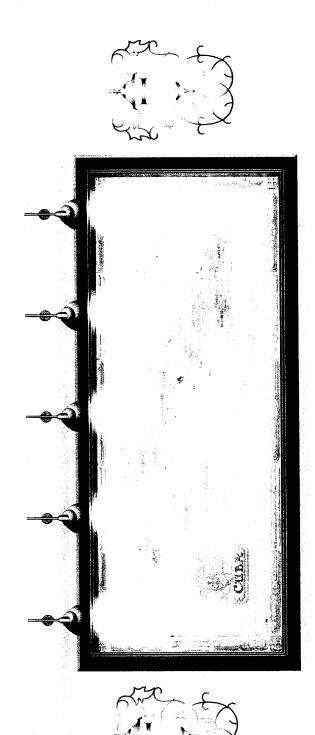
Scale: NA Design: KWB Elements: Front Buffet Line Materials and Decor Rear Buffet Line Decor Including Illuminated Window Panels Disressed Dibmersional Building Elements Illuminated and Framed Cuba Mural Decoralive Lighting

Scale: NA

Design: KWB

C Copyright M3 Messengercorp 2005





C Copyright M3 Messengercorp 2005

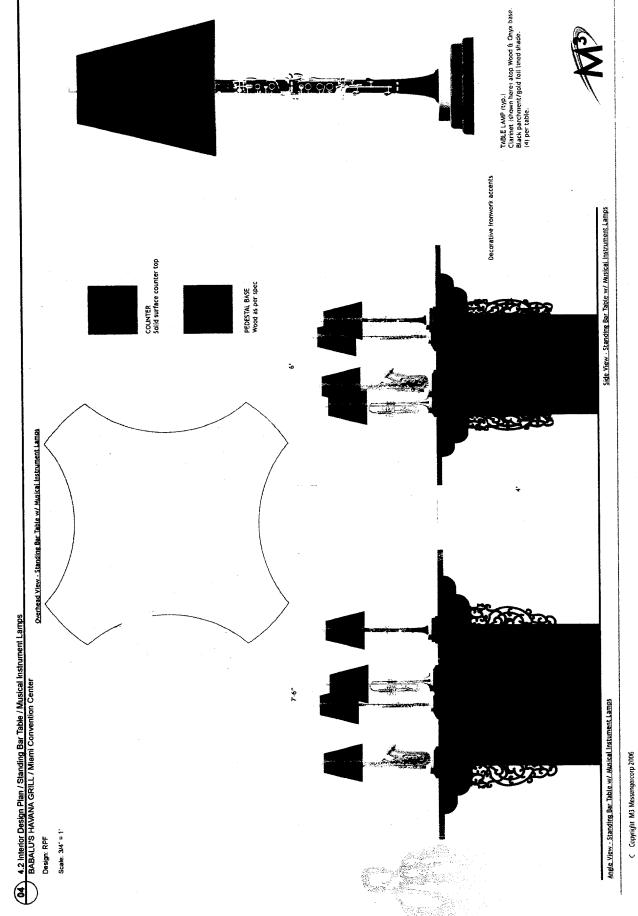
681

1.2 Interior Design Plan / Cuba Wall Mural

2 BABALU'S HAVANA GRILL / Miami Convention Center

Elements: Painted CUBA Wall Mural Distressed Black Frame Surface "Clamshell" Lighting

Design: KWB Scale: NA

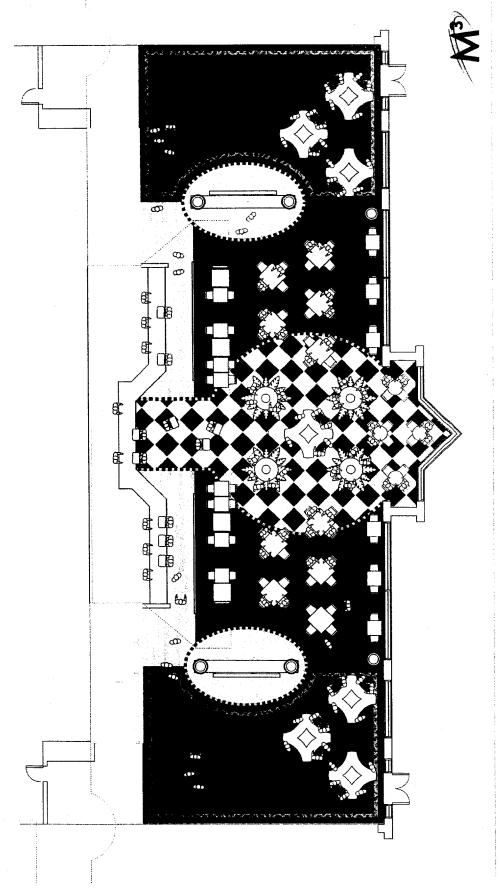




C Copyright M3 Messengercorp 2006

4.3 Interior Design Plan / Standing Bar Table / Palm Tree
BABALU'S HAVANA GRILL / Miami Convention Center
Design RPF

Scale: 3/4" = 1"



2.1 Interior Design Plan / Floorplan / Flooring Layout
BABALU'S HAVANA GRILL / Miami Convention Center

C Copyright M3 Messengercorp 2005





Escalator Elevation View - Right Side

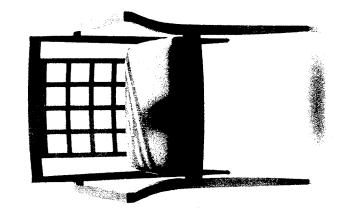


Design: KWB Scale: 3/8" ≃ 1'-0"

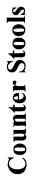
Escalator Elevation View - Left Side

C Copyright M3 Messengercorp 2005

# Babalu's Havana Grill: Recommended Seating



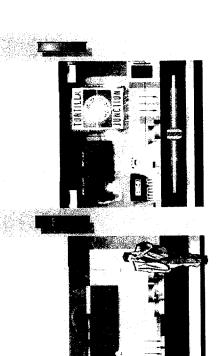
**Table Seating** 









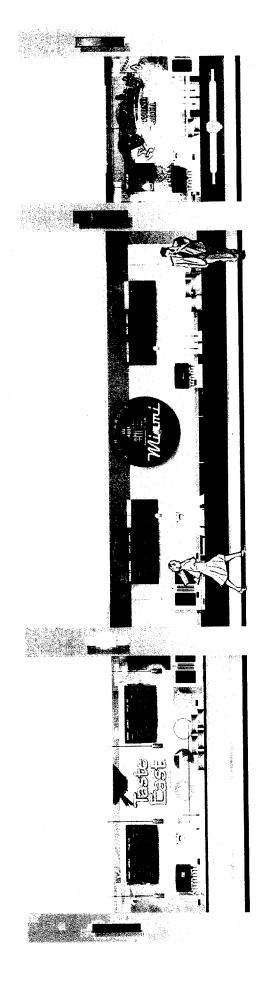




00 0.0 Interior Design Plan / Space Design / Miami Concessions
0 Miami Beach Convention Center

C Copyright M3 Messengercorp 2006





C Copyright M3 Messengercorp 2006



44"

Menu in this elevation is not at actual height. (height is noted on side views)

.09

24"

VGS Menu Display with Magnetic header

RICAR

Dimensional or Pan-Channel with Plex face & trim cap

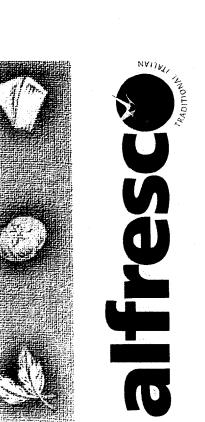
C Copyright M3 Messengercorp 2006

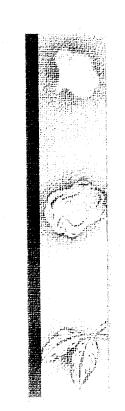
690

4.2 Interior Design Plan / Environmental Graphics
Miami Grill (option 2) / Miami Beach Convention Center

Elements:
Back wall graphics
Menu system (2)
Back wall (single face) brand display
Back wall (single face) blade-sign display
Fascia (double face) blade-sign display

Back wall graphics sample





4.3 Interior Design Plan / Environmental Graphics

.,9-,9

alfresco

alfrescu

4.3 Interior Design Plan / Environmental Graphics
 Alfresco / Miami Beach Convention Center

Elements:
Back wall graphics
Menu system (2)
Back wall (single face) brand display
Fascia (double face) blade-sign display

alfresce

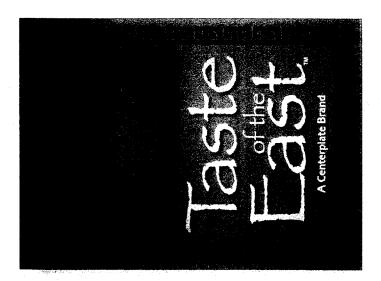
Meny in this elevation is not at actual height. I hery in noted on side views:



alfresco

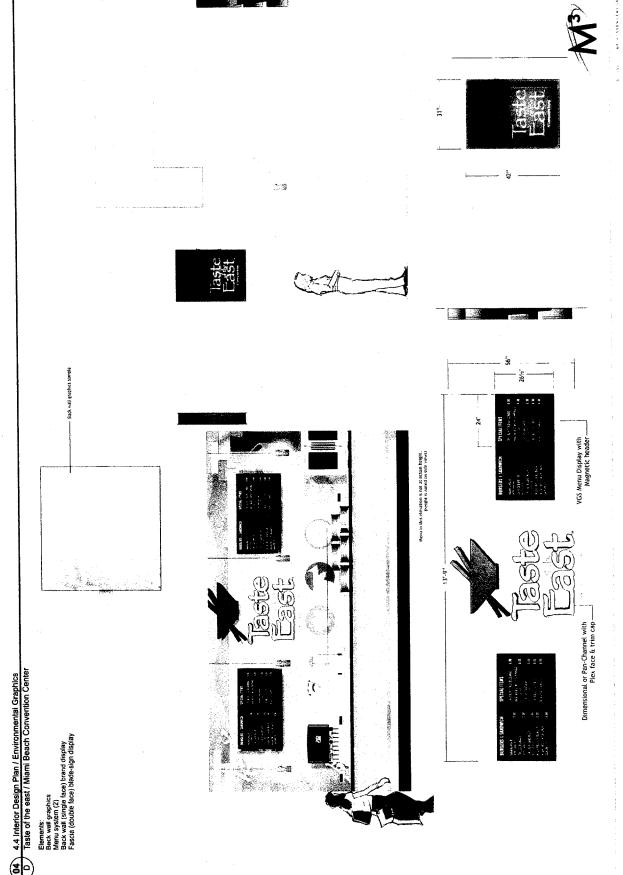
Dimensional or Pan-Channel with Plex face & trim cap-

VGS Menu Display with Magnetic header



4.4 Interior Dasign Plan / Environmental Graphics / LOGO

Taste of the east / Miami Beach Convention Center





4.5 Interior Design Plan / Environmental Graphics / LOGO





45,



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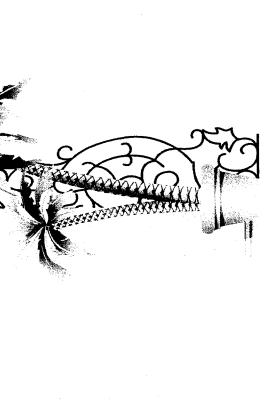
7,97

VGS Menu Display with Magnetic header





Dimensional or Pan-Channel with Plex face & trim cap





MANAMA GRILL

3.1 Interior Design Plan / Entry Facade

BABALU'S HAVANA GRILL / Miami Convention Center

Design KVIB

No scale



34 1/2

.9-,9

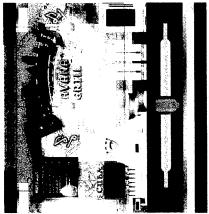


Back wall graphics sample

64 4.5 Interior Design Plan / Environmental Graphics F Babalu's / Mlami Beach Convention Center









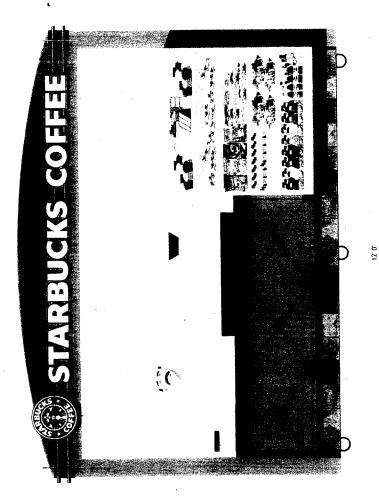


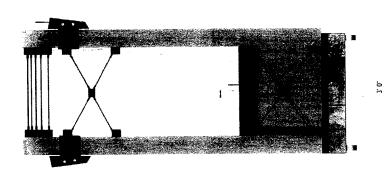


.7,97



VGS Menu Display with Magnetic header Pan-Channel letters with & Neon





.9 .8

2.1 Interior Design Plan / Mixed Use Concession Cart / STARBUCKS COFFEE
 CENTERPLATE / Miami Conv. Ctr.

Scale: 5/8" = 1 foot Design: JPB

### **Catering Menu**

Our theme, Creating Something Special, is the perfect description of how we approached the definition of our proposed Miami Beach Convention Center Catering Menu.



While we welcome (and even encourage) special orders from our catering clients, we've also simplified ordering for them with a wide selection of chef designed reception packages, which include everything from preevent appetizers to a variety of themed entrées and side dishes and luxurious desserts.

The catering menu we have designed is extensive featuring our own gourmet creations, ethnic favorites and regional specialties. Just a few examples of our offerings designed specifically for Miami Beach include:

### Cocoa-Rubbed Beef Tenderloin

Finished with black currants and a juniper berry bordelaise sauce

### **Stuffed Chicken Fufu**

Served with sweet plaintains and Chihuahua cheese with red coconut coulis

### Mango Guava Cheesecake

Garnished with berries, mango puree, and whipped cream

In our experience, Creating Something Special for all of our guests, from meeting-goers to bridal parties, results in unique and memorable experiences, which translate into revenue increases that are equally memorable.

Our recommended catering menu follows.

Business Plan

### **Jackie Gleason Theater**

We have been honored to support the prestigious Jackie Gleason Theater for the last ten years. In that time, we have hosted numerous catered



events ranging from high school graduations to speeches featuring corporate leaders to award shows and film festivals. Our event catering services include backstage catering, high volume beverage service and custom catering in the Founders Room. We

have also prided ourselves in tailoring our offerings to the show and audience type, for example for child-friendly events we offer such kid favorites as as popcorn, hot dogs, fresh squeezed lemonade and gourmet-baked pretzels. Additionally, we downscale our bar operations to present a more family-appropriate atmosphere.

Our specific physical enhancement recommendations are as follows:

### Bar Areas

- Purchase a wine cuvinet to enhance our International Wine Bar experience. A cuvinet uses nitrogen tanks to prevent oxygen from ruining the wine's flavor after a bottle has been opened. This will allow us to offer our guests fine wines by the glass in an efficient manner
- 2. Refinish all wood surfaces at all bar locations and add dramatic lighting at main bars to ensure an appealing environment
- 3. Artfully present premium liquor bottles and floral arrangements on the new architectural shelving to enhance the visual appeal and to drive additional sales
- 4. We will commission local Miami Beach artists to paint cultural scenes on canvas to further 'finish' the bar environments

### Patio

 Create an "Outdoor Café" Area (currently the smoking patio) featuring a LaVazza premium Italian coffee cart and other gourmet snacks.

Our specific business-building recommendations are as follows:

 We will more aggressively market our 'one-stop shopping' event system. Centerplate currently maintains a strong alliance network with local decorators, florists and other event support businesses.
 We will more formally promote this shared service solution to appeal to potential party planners. Comparplate special.

BUSINESS PLAN



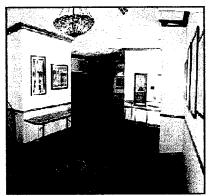
Creating something special.

Of note, these 'pre-designed' packages would also include an extremely special "Night at The Gleason with Barton G." featuring the drama of presentation for which Barton G. is justifiably acclaimed.

- We will also enhance our overall marketing materials with a special emphasis on our capability to create unique catered events in the Founders Room. Furthermore, we will partner with the City of Miami Beach and SMG to expand the Jackie Gleason Theater website to feature our catering capabilities.
- Additionally, to create overall awareness regarding our catering capabilities, we will hold tastings on specific event nights to highlight our capabilities to current theater-goers and send targeted mailings to specific event promoters and local companies to drive pre-show reception bookings.
- Develop a cost effective backstage menu to be sent to all confirmed performances.

BUSINESS PLAN

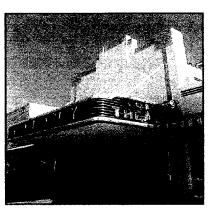
### Byron Carlyle Theater and Colony Theater



The Byron Carlyle Theater, in Miami Beach, is a fantastic place to enjoy the performing arts. Similarly, the Colony Theatre, located in the heart of the Lincoln Road district, is not only a beloved Art Deco landmark, but following its restoration, it will once again play host to the Miami Beach community as it provides a venue for a number of cultural arts programs.

on a plate

Critical to the smooth, high quality operations that Miami Beach theater-goers demand is a strong manager. We are extraordinarily fortunate to have Sonia Brito on staff. With an enormous amount of food-service experience here in Miami Beach, she



not only has a deep grasp of foodservice management, but also an intimate knowledge of the Miami Beach market. She has managed our operations at the Jackie Gleason Theater for the past five years and recently added the Byron Carlyle Theater to her responsibilities.

Our primary recommendations for both theaters concern the refurbishment of the refreshment stands to ensure that they are consistent with the architecture and ambiance of each facility.

Business Plan

Importantly, as detailed in our Marketing Plan below, we will also strengthen our relationship with season ticket holders to drive incremental show purchasing as well as an increased number of catered events.

### MARKETING PLAN

We have extensive experience not only in expertly serving guest functions, but also in attracting them. We are skilled in playing both the lead and supporting roles in the sales function of facilities throughout North America and we are eager to partner with you to continue to effectively market the Miami Beach Convention Center.



We will build incremental revenues from events by soliciting additional booth catering business.

### **Booth Catering Campaign**

An initial telemarketing campaign would focus on the exhibitors of key shows to drive booth catering. Working with an exhibitor contact list for each show, our catering sales professionals will contact each exhibitor and offer several options for food services in their booths. If the volume dictates, we may jointly elect to use third-party customer service professionals to place our outbound calls. The vendor selection and all scripts and training materials would be provided for MBCC approval. We are committed to using U.S.-based specialists only. Our catering sales professionals would also follow-up with exhibitors during show move-in days to inform them of food service options still available.

Up-tiered menus physical improvements to the retail stands, and our exciting partnership with Barton G. will further enhance the perception of the Miami Beach properties. This is big news, and we will aggressively market these upgrades to garner additional social and corporate catering sales and to further enhance the reputation of the Center.

We have a number of recommendations to deliver the "news" regarding Miami Beach's new and improved food service options:

### **Direct Connection with Meeting Planners**

Through Centerplate's Customer Advisory Board, we have been able to forge close relationships with many of the nation's foremost meeting planners. This is a key distinction for Centerplate. Marketing Plan

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### Sampling

We will invite key corporate leads, event planners, community VIPs, and the media to a special "Insider's Reception" prior to our public announcement of our partnership with Barton G. The guests will be excited by being treated to an "insider's" look at the facility enhancements. Equally impressive will be the spectacular catering presentation and entertainment.



### **Premium Tasting and Exhibit**

We recommend partnering with an art gallery to host the ultimate Miami Beach art exhibit. The event would highlight the works of local artists paired with fine cuisine and live music. Miami Beach notables would serve as celebrity auctioneers to further the 'once-in-a-lifetime' nature of the evening. Of course, we will also include a gallery devoted to the event spaces available in each of your properties.

### **Event Packages**

We will develop party packages for the social and corporate markets, for example:

- Community groups
- Weddings
- Corporate Team Building
- Fundraiser Receptions
- Holiday
- Children's Birthdays

### **Tasting Room**

As we did successfully at the Colorado Convention Center, we recommend designing a Chef's tasting area to be located in the main kitchen. This area will be used to give potential groups a first hand look at the action of the kitchen. It also provides a professional venue for our Catering Sales team to showcase our cuisine and china, linen, floral, décor, and entertainment upgrades for their events.

MARKETING PLAN



Creating something special.

### **Communication with Season Ticket Holders**

Season ticket holders are the most important customers in theater. We intend to assist you in their retention by keeping them informed of issues that concern them during the season and throughout the entire off-season as well.

### We will:

- Keep all season ticket holders apprised of special events.
- Hold regularly scheduled tastings to which they'll be invited.
- Solicit their input on menu items, beverages and amenities.
- Send them holiday samples of Centerplate baked goods.
- Send them a "welcome back" greeting every year prior to the first show of the season.
- Provide them a voucher to use the facilities for an off-season event at substantially reduced rates. This would give the theaters more of a year-round feel and promote off-season usage.

### **Culinary Destination**

We will improve the perception of the MBCC as a culinary destination by developing a high profile for our Barton G. relationship in the Miami community. This will include visits to city-wide events, conferences, trade shows, and participation in Miami's culinary fairs.

Additionally, there will be even more opportunity to market our services in social and corporate catering and we will formulate a potential client list to be contacted by our catering sales professionals outlining our new space and services.

Relatedly, mail pieces, in the form of invitations, would be directed to key clients, notables and corporate executives to showcase our enhanced capabilities.

In support of the Miami Beaach sales and marketing efforts, our resident Centerplate staff, and colleagues at Barton G., will drive additional business by Creating Something Special for your guests - by providing the highest quality event experiences imaginable.

### MARKETING PLAN

### RISK ASSESSMENT PLAN

A risk assessment plan is valuable to identify the high level areas of risk to your satisfaction with a food service provider and to determine how well a provider can mitigate those risks.



The following are the primary risks to your satisfaction with any food service supplier and Centerplate's approach to eliminating each:

1. The provider's recommendations and solutions are 'cookie-cutter' and not specific to Miami Beach and its facilities.

We define our business as Creating Something Special.

We develop fresh, creative ideas that result in one-of-a-kind guest experiences. We also maintain a commitment to constantly elevate the culinary and service standards we offer our guests to restaurant quality and better. At the same time, we consistently aim to enhance the unique personality of each venue – increasing its excitement, its popularity and its bookings. This is unique to Centerplate; we create services and solutions specific to each client rather than forcing "one-sized-fits-all" programs into multiple venus.

Our Miami Beach approach is evident in our menus, our design, and our deep understanding of your objectives. Centerplate, as a company, is committed to supporting you, and all of our clients, to draw out what is unique about each venue and to celebrate it. Our intention is that Miami Beach will serve as a model of what we want to achieve. Therefore, we can assure you that the success of your operations is as important to us as it is to you.

Risk Assessment Plan

### 2. The provider is inflexible and cannot react to my recommendations and new ideas.

We strive to be true value-added partners and we are extremely flexible in accommodating and championing client-designed business building programs. At Centerplate, we believe that our willingness to be flexible to our clients' needs is a strong building block for a solid partnership. As we have in the past, we look forward to supporting any Miami Beach-designed program, and will help your management to develop new and strong initiatives that will stimulate business growth.

The provider does not provide sufficient senior management attention to Miami Beach.

Centerplate's senior management team for Miami Beach is extremely strong. Furthermore, the reporting structure allows for streamlined and personal support. Eric Bayne, the General Manager, reports to Kyle Kandel, the Vice President, who, in turn, reports to Janet Steinmayer, our chief executive officer.

Kyle is in Miami Beach with great frequency and Janet has visited on a quarterly basis. All three are always available and dedicated to your success. And with your properties being our only accounts in the market, you can be assured of our undivided attention and that you will always receive our best resources regardless of any other events in the city.



Creating countiting special.

### 4. The provider is simply an 'order taker' and does not proactively add value to my business.

Our role is not simply to serve as your outsourced food service provider, but rather we also recognize our responsibility to add to the enjoyment of the visitor experience for all of your guests. To that end, we will be your subject matter expert – bringing you new ideas, challenging the status quo, and where appropriate, investing our capital to capture additional revenue streams.

### Provider is unable to adequately attract or support the social catering market.

Not only do we have a number of ideas to help you in driving the social business segment, as noted in our Marketing plan, but our partnership with Barton G. will ensure that there is truly no guest request that our combined teams will not be able to flawlessly execute.

### 6. Provider inadequately prepared to support community in an emergency situation (e.g. hurricane).

Our plan is in place and has been proven (and refined) over twenty years of experience. We consider ourselves active members of the community and we recognize our responsibility to assist shelter and feed our fellow citizens.

One Miami Beach Procurement Director wrote of our preparedness during Hurricanes Wilma and Katrina:

Centerplate staff did an outstanding job in preparing hundreds of meals on a daily basis often times with last minute special requests. The feedback received from City essential personnel (police officers, firefighters, public works, etc.) was very favorable. The responsiveness of Carlos and his staff reflect great credit upon Centerplate and its employees.

We are honored to have been your partner for the past twenty years; we pledge to take the necessary steps to ensure that you are more than satisfied with our performance and support of your vision. Our plans for increasing the value of the opportunity for Miami Beach center around the addition of incremental revenue streams (building the social catering business) and generating additional sales from current business (improved retail concession outlets and additional in-theater amenities). For more detail, please see our *Business and Creative Marketing* section.

RISK ASSESSMENT PLAN

### **RESOLUTION TO BE SUBMITTED**

### **Condensed Title:**

To authorize the City Manager to execute an agreement with the artist in an amount not to exceed \$250,000. The artwork entitled "Maze" (working title) to be sited in Collins Park.

**Key Intended Outcome Supported:** 

Increase community rating of cultural activities.

### Issue:

Shall the City of Miami Beach approve the selection of a public art commission for Collins Park?

Item Summary/Recommendation:

In March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of Collins Park within the project budget of \$250,000.

On May 17, 2005 AiPP met and short listed seven artists who had experience completing public art projects and had an international reputation.

At the Oct. 6, 2005 AiPP meeting based on the established requirements of the committee two artists; Tobias Rehberger and Brian Tolle were recommended to submit fully developed proposals.

On Apr. 10, 2006, AiPP reviewed the proposals and unanimously recommended "Maze" for the project.

The project was presented to the Historic Preservation Board on July 11, 2006 and subsequently on August 8, 2006 where the Board unanimously approved the project.

Advisory Board Recommendation:

Art in Public Places and Neighborhoods/Community Affairs Committee have recommended in favor of the selected public art project on April 10, 2006 and July 27, 2006 respectively.

### **Financial Information:**

Source of		Amount	Account	Approved
Funds:	1	\$115,000	Art In Public Places Fund 147	
	2	\$135,000	FY 2006/07 Captial Budget	
	3			
	4			
OBPI	Total	\$250,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar

Sign-Offs:

**Assistant City Manager** Department Director City Manager

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SELECTION OF A PUBLICART COMMISSION FOR COLLINS PARK ENTITLED "MAZE" (WORKING TITLE), AS RECOMMENDED BY THE ART IN PUBLIC PLACES COMMITTEE AND NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE ARTIST. BRIAN TOLLE; AND FURTHER APPROPRIATING FUNDS, IN THE AMOUNT OF \$250,000, AS FOLLOWS; \$115,000, FUND 147 - ART IN PUBLIC PLACES FROM COLLINS PARK PROJECT: AND \$135,000, TO BE APPROPRIATED AS PART OF THE FY 2006/2007 CAPITAL BUDGET.

### ADMINISTRATION RECOMMENDATION

Adopt the resolution.

### **BACKGROUND**

In March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of Collins Park. The objective was for the commissioned work to be interactive and within the project budget of \$250,000.

AiPP had been advised by the Administration that they had a short timeline to select an artist for the Project, as design for the park project was going forward and was to commence construction in 2006. The AiPP reviewed the various options in the City's AiPP Ordinance (as codified in Chapter 82, Articles VII, Divisions 1 through 4, Section 82-612) and unanimously voted to select an artist following "direct selection" procedures. The primary reason for "direct selection" was to meet the design and construction schedules set by the City.

On April 4, 2005, the AiPP Committee met and discussed possible artists that could be considered for Collins Park.

At the April 19, 2005 AiPP meeting, members made presentations on the following artists: Lucien den Arend, Teresita Fernandez, Dan Graham, John Henry, Luis Jimenez, Mary Miss, Roxy Paine, Ralph Provisero, Tobias Rehberger, Pedro Reyes, Brian Tolle, and Andrea Zittel. The presentations included the resumes, images of public art projects, solo exhibitions, group exhibitions and public collections.

The AiPP met again on May 17, 2005 and short listed the following seven artists: Lucien den Arend, Teresita Fernandez, Roxy Paine, Tobias Rehberger, Pedro Reyes, Ralph Provisero, and Brian Tolle. It was decided that these artists would be invited to submit a conceptual proposal.

At their June 21, 2005 meeting, the AiPP established the following criteria that the artists needed to follow for the submission of a conceptual proposal:

- Due date of September 9, 2005;
- The art project had a budget of \$250,000;
- Had to be visible from a car driving by the Park;
- Needed to be sited within the area that MCHarry had selected
- The project would provide the opportunity for the community to interact with the artwork.

On September 14, 2005, AiPP met and reviewed the proposals received from Lucien den Arend, Tobias Rehberger, Pedro Reyes, Ralph Provisero and Brian Tolle. Two of the artists invited to participate did not submit proposals: Teresita Fernandez (working on another project) and Roxy Paine. After reviewing the proposals, the Committee had concerns with the projects submitted by Pedro Reyes and Brian Tolle. The concerns with Pedro Reyes' proposal included issues with colors, proposed materials, as well as the proposed platform. The concerns with Brian Tolle's proposal included the proposed materials, the longevity of the work and its restoration, and the dimensions of the project. Subsequently, both Pedro Reyes and Brian Tolle addressed all concerns expressed by the Committee.

At their October 6, 2005 meeting, AiPP reviewed the five proposals and, based on the aforementioned requirements, voted unanimously in favor of short listing Tobias Rehberger and Brian Tolle. MCHarry Associates (the City's Architecture and Engineering consultant for the Collins Park Project) and City staff were present at the meeting and participated in the discussion and selection process. Both artists were asked to fully develop and present a complete proposal for Collins Park

The two finalists, Tobias Rehberger and Brian Tolle, entered into agreements with the City of Miami Beach to develop and submit a proposal for a work of art for Collins Park, due March 21, 2006. The artists were paid a fixed fee (honorarium) of two thousand five hundred dollars (\$2,500), which was based on standards set in the City's Art in Public Places Guidelines, and in exchange submitted the following to the City:

- A Proposal Narrative describing the Artist's design intent and drawings, graphic or
  other visual representation of the Work, as well as other data and graphic material
  necessary to portray the Work, site preparation requirements and, permit the City to
  assess its feasibility, and its compliance with applicable statutes and ordinances.
- A Preliminary Budget outlining probable construction costs for the fabrication, delivery, site preparation and installation of the Work.

On April 10, 2006, AiPP reviewed the proposals from Tobias Rehberger and Brian Tolle. The proposals included the aforementioned requirements.

### **PROPOSALS**

Tobias Rehberger: "Labyrinth" (The following description of the project is taken from Mr. Tobias Rehberger's proposal.)

The "Labyrinth" is a large-scale sculpture for Collins Park and the project intends to establish a dialog in relation to the traditional garden mazes of the 18<sup>th</sup> and 19<sup>th</sup> centuries. This accessible sculpture would create wide paths that eventually lead to a center space containing a fountain that offers a thin tall line of drinking water. The bricks would create an open pattern with a porosity that would shift according to the visitor's point of view. The texture of the bricks would also result in an interesting play of shadows that would lead, together with their color variation, to a wide variety of visual aspects.

The size and scale of the proposed labyrinth is determined by the site resulting in 15m x 16m dimension. There will be located within the maze and around its perimeter area (located in trees).

Brian Tolle: "Maze" (working title) (The following description of the project is taken from Mr.Brian Tolle's proposal.)

Miami Beach is a city shaped both physically and culturally by the sea. This sculpture will be shaped using cutting edge 3D modeling techniques, developed to create special effects for the cinema, to stimulate the undulating surface of the ocean. The shimmering blue green expanse appears to have been carved from the sea, frozen in space and time, in the form of a swirling celestial maze. The labyrinth can be entered from either end. Visitors will be free to wander through the waves looking as though they are bobbing in the surf or frolicking in a swimming pool.

The wave algorithms will be output using CNC milling machines and cast as panels in ocean blue fiberglass resin. These modules will be mounted using housing constructed of rolled and welded Corten steel flame cut to reveal the waves in section. The steel will weather to a beautiful rich brown. This patina actually protects the steel from corrosion and is self-healing if scratched. The housing will contain energy efficient LED lights that will burn in excess of 50,000 hours making the sculpture appear as a magical river of light at night. It will serve as a beacon and landmark in Collins Park.

The sculpture, weighing two and one half tons, will be mounted, using stainless steel bolts, to a reinforced concrete slab forty feet in diameter and ten inches thick atop the required footings.

The Committee discussed the two finalists and had the following concerns with the Tobias Rehberger: "Labyrinth" proposat

- Over budget by \$14,953;
- Budget does not include cost of individuals who are going to install work;
- Budget does not include cost of slab and footings;
- Budget does not include the 2% Contingency Fee;
- Project is not ADA compatible.

The committee discussed both proposals at length and unanimously selected Brian Tolle's "Maze" to be commissioned for Collins Park.

On May 12, 2006, a presentation was made to the Collins Park Cultural Center Oversight Committee and the Committee unanimously passed a resolution in favor of the project. In addition, on May 16, 2006, Staff presented the project to the Collins Park Neighborhood Association and the association voted unanimously in support of the Brian Tolle project for Collins Park. The project was also reviewed by the Historic Preservation Board on July 11, 2006 and also subsequently on August 8, 2006 where the board unanimously approved the project.

### NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE

On July 27, 2006 the Neighborhoods/Community Affairs Committee met and unanimously passed a motion accepting the Art in Public Places Committee's recommendation subject to a response to the following questions:

- Would the artist contemplate lowering the height of the work?
- Would the Corten steel get hot enough that people could get burned?

The Artist was contacted by staff and advised that the height of the piece is designed to make the visitor look and feel as if they are bobbing in the waves. The height of the work

rises and falls to achieve this effect. Therefore, the height should remain as designed. Additionally, lowering the height will encourage visitors to sit on the art. Furthermore, the temperature of the Corten steel, will heat up in the sun as do cars and other metal outdoor objects. It is important to note that the steel is vertical and not tabled. Therefore, it will be less directly exposed to the suns rays. Although it will be warm to the touch, a person would have to maintain contact with the metal for an extended period of time to cause a burn.

### **SCOPE OF SERVICES**

**DELIVERABLES:** the ARTIST shall provide the following deliverables:

- I-A <u>Design Development</u>. The ARTIST shall complete the design development of the approved artwork conceptual design and shall secure its approval from the CONTRACT ADMINISTRATOR. Approval and notice to proceed on fabrication shall occur after an architectural coordination review and submittal of all artwork design development deliverables. Based on the requirements of the approved artwork conceptual design, the CONTRACT ADMINISTRATOR may, at his discretion, waive the submittal of any unnecessary design development deliverables or postpone the submittal to the fabrication and installation phase.
  - 1. The ARTIST shall submit final design drawings for fabrication, artist proofs, material samples, artwork and artwork support specifications for inclusion in site construction documents, verified cost estimate, sub-contractor list, building permits, and a fabrication and installation schedule.
  - If the verified cost exceeds the budget, the Artist is obligated to redesign the artwork to fit within the established budget inclusive of all payments to the ARTIST.
  - 3. This phase includes a site visit for coordination and presentation purposes.
- I-B <u>Fabrication and Installation</u>. The ARTIST shall fabricate, deliver and install all artwork and artwork support components as per the approved design development drawings.
- I-C <u>Final Conservation Documents</u>. Upon completion and installation of the artwork the ARTIST shall submit all photographic documentation and completed cataloguing forms. If the ARTIST utilizes computer technology in the fabrication of the artwork, the ARTIST will submit electronic copies of any computer files that will support ongoing operations or future repairs and conservation of the artwork.

**COMPLETION AND INSPECTION:** Upon completion and installation of all designed and fabricated components, the ARTIST shall be responsible for obtaining final approval from the CONTRACT ADMINISTRATOR.

**PHOTOGRAPHIC DOCUMENTATION:** Professional photo-documentation suitable for publication shall include images of all major aspects of the entire Project. The Artist-supplied photo-documentation shall be reproducible, at no cost to the City, for any and all applicable uses by the City.

**COMMUNITY INVOLVEMENT and EDUCATIONAL OUTREACH:** In the development of the artwork design, the ARTIST shall research the relevant concerns and interests of the CITY, future users of the site and the surrounding community. The ARTIST shall participate in at least one community meeting and two other public meetings, as shall be determined by the CONTRACT ADMINISTRATOR.

**TIMELINE FOR COMPLETION:** ARTIST shall be aware of site design and construction timelines and shall ensure that all artwork components are completed and installed according to the established schedule.

**PERMITS:** It shall be ARTIST'S responsibility, where applicable, to obtain all necessary permits as required by City through Contract Administrator, and provide proof of same to the Contact Administrator prior to fabrication. The CITY agrees to pay for any required permit fees.

### CONCLUSION

The Administration recommends the Mayor and City Commission approve the resolution for the selection of a public art commission for Collins Park entitled "Maze" (working title), as recommended by the Art in Public Places Committee, Historic Preservation Board and the Neighborhoods/Community Affairs Committee authorizing the City Manager to execute a contract with the Artist, Brian Tolle; and appropriating funds, not to exceed \$250,000, as follows; \$115,000 Fund 147 – Art in Public Places from Collins Park Project; and \$135,000, to be appropriated as part of the 2006/2007 Capital Budget.

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<b>RESOLUTION NO.</b>	•

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SELECTION OF A PUBLIC ART COMMISSION FOR COLLINS "MAZE" (WORKING TITLE). ENTITLED RECOMMENDED BY THE ART IN PUBLIC PLACES COMMITTEE AND NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE: FURTHER APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH THE ARTIST, BRIAN TOLLE, IN THE AMOUNT OF \$250,000, FOR DESIGN, CREATION, AND INSTALLATION OF THE AFORESTATED WORK OF ART: AND FURTHER APPROPRIATING FUNDS, IN AN AMOUNT NOT TO EXCEED \$250,000, AS FOLLOWS: \$115,000, FUND - 147 ART IN PUBLIC PLACES FROM COLLINS PARK PROJECT; AND \$135,000, TO BE APPROPRIATED AS PART OF THE 2006/2007 CAPITAL BUDGET.

WHEREAS, in March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of Collins Park; and

**WHEREAS**, in April 19, 2005, AiPP Committee the members made presentations on the following artists; Teresita Fernandez, Dan Graham, John Henry, Luis Jimenez, Mary Miss, Roxy Paine, Ralph Provisero, Tobias Rehberger, Pedro Reyes, Brian Tolle, and Andrea Zittel; and the presentations included the resumes, images of public art projects, solo exhibitions, group exhibitions and public collections; and

WHERAS, in May 17, 2005, the AiPP Committee met and short listed the following seven artists: Lucien den Arend, Teresita Fernandez, Roxy Paine, Tobias Rehberger, Pedro Reyes, Ralph Provisero, and Brian Tolle; and invited the artists to submit a conceptual proposal; and

WHEREAS, in September 14, 2005, AiPP met and reviewed the proposals received from Lucien den Arend, Tobias Rehberger, Pedro Reyes, Ralph Provisero and Brian Tolle; and two of the artists invited to participate did not submit proposals: Teresita Fernandez (working on another project) and Roxy Paine; and,

WHEREAS, in their October 6, 2005 meeting, AiPP reviewed the five proposals and, based on the aforementioned requirements, voted unanimously in favor of short listing Tobias Rehberger and Brian Tolle; and submit a fully developed proposal for a work of art for Collins Park, due March 21; and

WHEREAS, the two selected artists entered into initial agreements with the City to develop and submit a fully developed proposal for a work of art for Collins Park, due March 21, 2006; and

**WHEREAS**, the two artists were paid a fixed fee of two thousand five hundred dollars (\$2,500) each, and in exchange would submit a proposal narrative describing their respective design intent and drawings; graphic or other visual representation of the work, together with such other data and graphic material as necessary to portray the work; site preparation; all to permit the

City to assess the feasibility of the proposed work of art; and

WHEREAS, on April 10, 2006, the AiPP Committee discussed both proposals at length and unanimously selected the preliminary proposal for the art project, entitled "Maze" (working title), submitted by the artist Brian Tolle; and

WHEREAS, on May 12, 2006, a presentation was made to the Collins Park Cultural Center Oversight Committee and the Committee unanimously passed a resolution in favor of the art project; and

WHEREAS, on May 16, 2006, a presentation was made to the Collins Park Neighborhood Association and the association voted unanimously in support of the art project; and

**WHEREAS**, on July 27, 2006, Neighborhoods/Community Affairs Committee reviewed and recommended approval of the aforestated proposed art project as well; and

**WHEREAS**, on August 8, 2006, a presentation was made to Historic Preservation Board and the board unanimously approved the project; and

WHEREAS, Mr. Brian Tolle is an internationally recognized artist; and

WHEREAS, the Administration concurs with the advisory recommendations of the AiPP Committee and the Neighborhoods/Affairs Committee, respectively, and would further recommend that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute an Agreement, in the not to exceed amount of \$250,000, with Mr. Brian Tolle (Artist), for design, creation, and installation of the aforestated work of art, entitled "Maze" (working title); and

**WHEREAS**, funding, not to exceed \$250,000 is available as follows; \$115,000, Fund 147 – Art in Public from Collins Park Project; and \$135,000, to be appropriated as part of the 2006/2007 Capital Budget; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the selection of a public art commission for Collins Park, entitled "Maze" (working title), as recommended by the Art in Public Places Committee and Neighborhoods/Community Affairs Committee; further approving and authorizing the Mayor and City Clerk to execute an Agreement with the Artist, Brian Tolle, in the amount of \$250,000, for design, creation, and installation of the aforestated work of art; further appropriating funds, in an amount not to exceed \$250,000, as follows: \$115,000 Fund — Art in Public Places from Collins Park Project, and \$135,000, to be appropriated as part of the 2006/2007 Capital Budget.

PASSED and ADOPTED this	_ day of September, 2006.
	MAYOR
ATTESTED BY:	
	APPROVED AS TO FORM & LANGUAGE
CITY CLERK	- & FOR EXECUTION
	( July & 25)
	City Attorney ( Date /

### Concept:

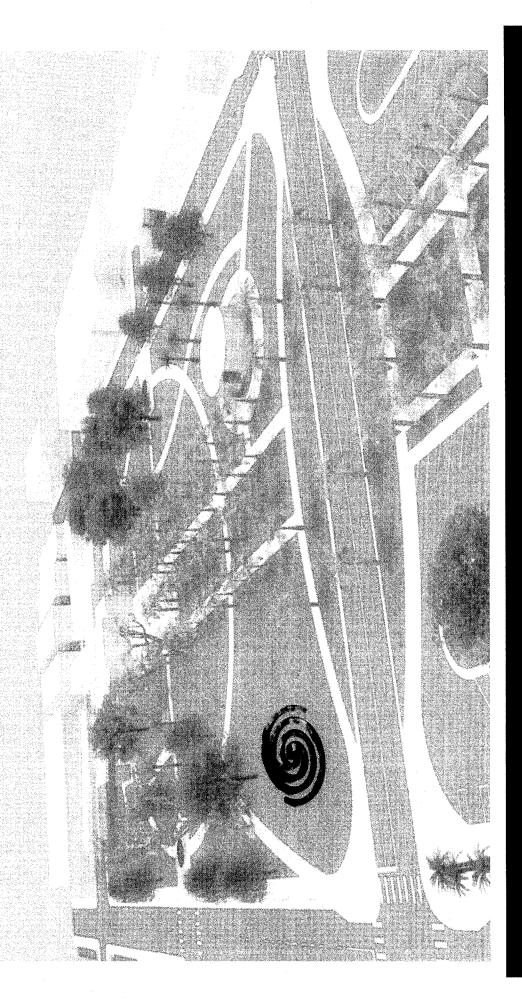
Visitors will be free to wander through the waves looking as though they are bobbing in the surf or frolicking edge 3D modeling techniques, developed to create special effects for the cinema, to simulate the undulating surface of the ocean. The shimmering blue green expanse appears to have been carved from the sea, frozen Miami is a city shaped both physically and culturally by the sea. This sculpture will be shaped using cutting in space and time, in the form of a swirling celestial maze. The labyrinth can be entered from either end. in a swimming pool.

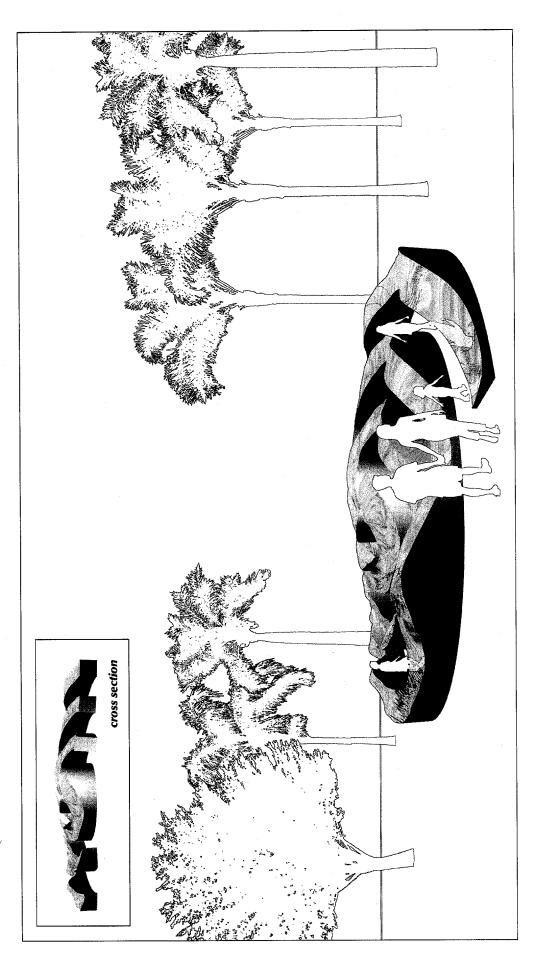
The wave algorithms will be output using CNC milling machines and cast as panels in ocean blue fiberglass LED lights that will burn in excess of 50,000 hours making the sculpture appear as a magical river of light at resin. These modules will be mounted into a housing constructed of rolled and welded Corten steel, flame protects the steel from corrosion and is self-healing if scratched. The housing will contain energy efficient cut to reveal the waves in section. The steel will weather to a beautiful rich brown. This patina actually night. It will serve as a beacon and landmark in Collins Park.

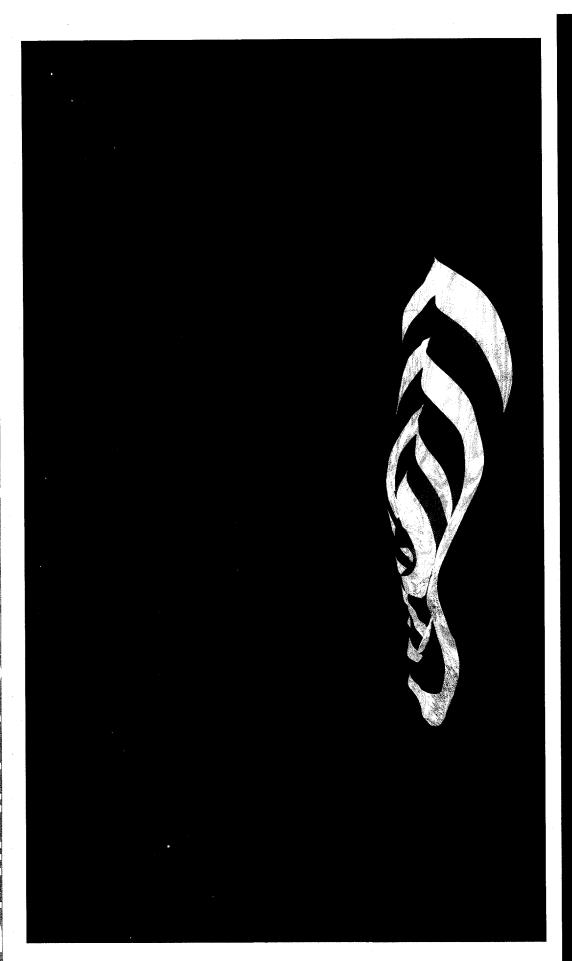
The sculpture, weighing two and a half tons, will be mounted, using stainless steel bolts, to a reinforced concrete slab forty feet in diameter and ten inches thick atop the required footings.





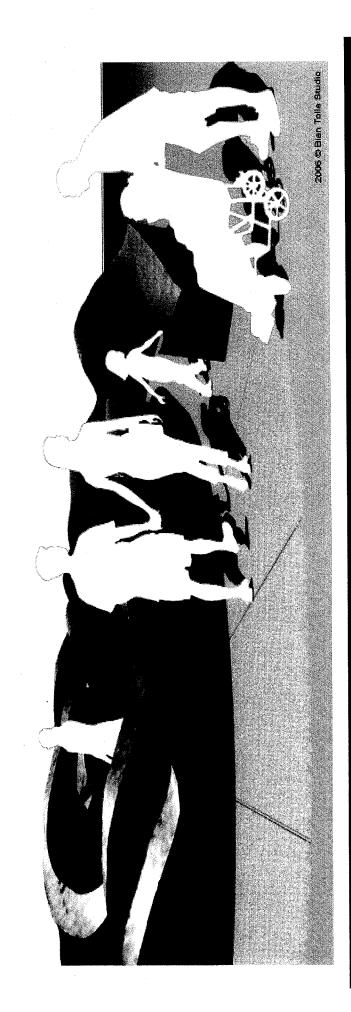






## ADA guidelines:

The work will meet all ADA requirements. The concrete slab will be flat and even with the existing grade of the lawn. The slab will also provide a firm surface for wheelchair users to move easily in and around the sculpture. The pathways within the maze will be in excess of forty inches meeting the required code.



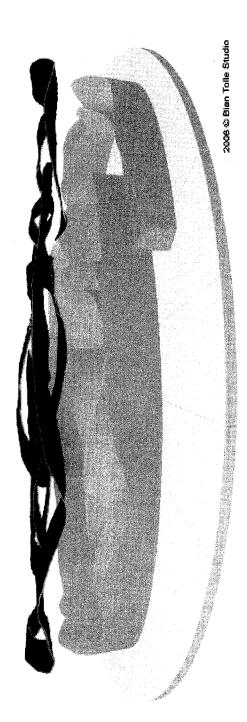
# Durability and maintenance:

The prevention of vandalism can never be fully guaranteed. However, measures can be taken to make a work resistant to such acts and more easily restored...

# INN SILLOL NY Y

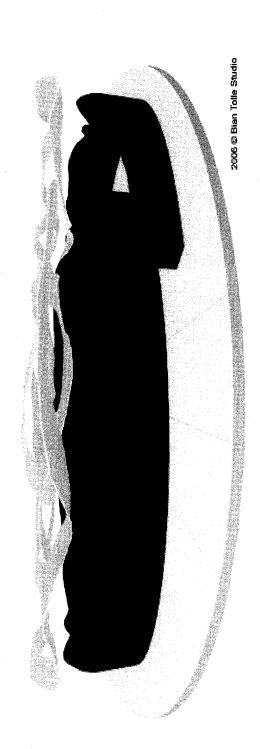
## Fiberglass Resin Panels

intrinsic to the material and is formulated with a UV protector, which will prevent cracking and yellowing. Additionally, a clear urethane sealer will be applied to each panel to add extra UV protection as well as protection against graffiti and scratching. In the event a panel is scratched it can be buffed out as the material is cast in excess of one-quarter inch. This coating also The ocean blue fiberglass resin panels that make up the crest of the waves are extremely durable. This material is very well suited to the climate of South Florida as it is the same product used to construct the hulls of boats. The custom color is has the advantage of being able to be reapplied directly in the field.



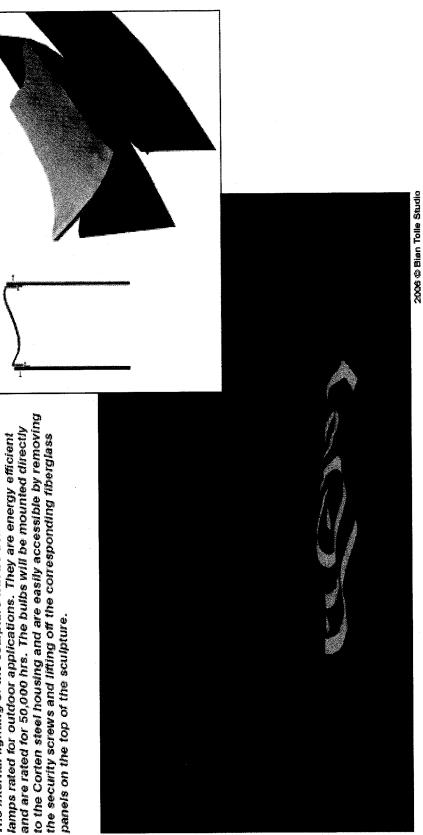
# Housing of the Sculpture

The housing of the sculpture will be made from quarter inch thick Corten steel. This steel alloy is incredibly strong and is used both in the construction of bridges and to armor military vehicles. The rich brown patina is a tightly adherent protective oxide coating. Additional coatings are not necessary but may be applied to protect the work against graffiti.



## Lighting

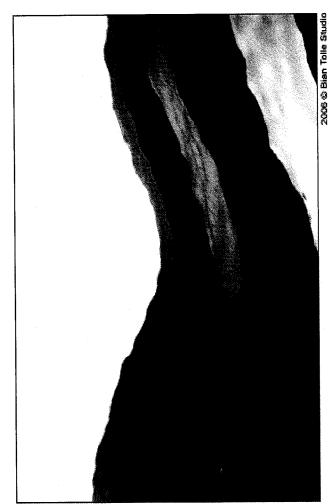
The internal lighting of the sculpture will be achieved with LED lamps rated for outdoor applications. They are energy efficient



# EVA, SIIOINV

# Skateboarding / Sitting / Climbing / Walking

The undulating surface of the sculpture is simply too irregular, curved and narrow to ride on. The tops of the steel walls are craggy and would not provide a smooth edge for skateboards The piece is designed to prevent use by skate boarders, rollerbladers and mountain bikers. to glide along. The steel and fiberglass are more than strong enough to withstand sitting and climbing.



# **RESOLUTION TO BE SUBMITTED**

Co	nd	en:	se	d T	Γitl	e:
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A resolution of the City Commission amending the Concept Plan and Settlement Agreement between the Related Group and the City of Miami Beach concerning litigation over certain parcels in the South Pointe area, including the property known as Block 1.

**Key Intended Outcome Supported:** 

Increase satisfaction with development and growth management across the City.

### lssue:

Should the Concept Plan and Settlement Agreement be amended?

Item Summary/Recommendation:

On July 28, 2004, the City of Miami Beach entered into a settlement agreement with various entities known collectively as the "Portofino Entities" and certain successors in interest that are part of the Related Group of Florida. As part of this settlement the City Commission adopted Resolution No. 2004-25651 which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1. This concept plan was formulated after an exhaustive public process which involved not only the Commission but the City's Planning Board, the Design Review Board and the participation of neighborhood representatives which became known as the Collaborative Process.

TRG-Block One, Ltd., one of the entities as successor in interest to the original settlement, is requesting modifications to the Concept Plan.

At the April 11, 2006, the City Commission discussed the request from TRG-Block 1, Ltd., regarding the previously approved Concept Plan. The request is summarized as follows:

- Modify the Concept Plan for the area known as Block 1;
- Initiate the necessary amendments to the City Code to effectuate the Modified Concept Plan;
- Release of subsurface easement rights to the alley located in Block 1 for the purpose of creating certain underground improvements.

These items should be continued until such time as the Settlement Agreement and the Revised Concept Plan are ready for Commission review.

Advisory Board Recommendation:

At its June 27, 2006 meeting, the Planning Board recommended approval by a vote of 4-0 (3 members absent).

### **Financial Information:**

Source of	Amount	Account	Approved
Funds:			
	2		
	3		
	4		
OBPI	Total		

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney or Gary M. Held, City Attorney's office

Sian-Offs:

Department Director	Assistant City Manager	City Manager
Jag-		9-8
T:\AGENDA\2006\sep0606\Regular\Comi	n Summ Block 1 settle agr and concept plan	090606.psc

MIAMIBEACH

AGENDA ITEM R7H1-2
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: Amendment to Settlement Agreement and Concept Plan - Block 1

A RESOLUTION APPROVING AN AMENDMENT TO THE SETTLEMENT AGREEMENT BY AND BETWEEN THE RELATED GROUP OF FLORIDA AND THE CITY OF MIAMI BEACH CONCERNING LITIGATION OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH, INCLUDING BLOCK 1, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AMENDMENT, AND THE TAKING OF SUCH STEPS AS ARE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION THEREOF.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONCEPT PLAN FOR PROPERTY OWNED BY THE RELATED GROUP ON BLOCK 1 IN SOUTH POINTE; AND PROVIDING AN EFFECTIVE DATE.

# **RECOMMENDATION**

Open and continue these items.

### BACKGROUND

East Coastline Development, Ltd. ("East Coastline") and West Side Partners, Ltd. ("West Side"), among others (collectively known as the "Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs in various actions (the "Lawsuits").

The Portofino Entities have conveyed certain parcels involved in such litigation to certain entities that are part of the Related Group of Florida (collectively known and referred to as the "Related Entities"). The City Commission on February 25, 2004 approved in concept, a settlement of the Lawsuits proffered by the Portofino Entities and the Related Entities, which conceptual settlement is set forth in a Term Sheet attached to Resolution 2004-25509, as amended since such resolution to reflect the intent and agreement of the parties. On July 28, 2004 the City Commission approved Resolution No. 2004-25650, authorizing the execution of a Settlement Agreement with the Portofino Entities, the Related Entities, and the Miami Beach Redevelopment Agency, to avoid the expense, delay, and uncertainty of lengthy litigation, and to resolve such proceedings under the terms set forth in the Term Sheet, and the City Commission approved a Concept Plan according to which development on the properties subject to the Settlement Agreement would follow. The Related Entities have obtained Design Review Board approval on April 4, 2006 for a proposed development on Block 1, subject to the following: This project approval is subject to approval by the City Commission of the following: (a) modification of the settlement agreement concept plan; (b) release of easement rights for subsurface parking; and (c) amendment to city code to allow transfer of floor area across the alley, or transfer is otherwise approved by the Planning Commission Memorandum – Related – Block 1 September 6, 2006 Page 2 of 2

Director under existing city code provisions. The City Commission referred the proposed changes to the Concept Plan to the Planning Board for that Board's review of such changes.

The Planning Board reviewed the proposed changes and on May 23, 2006 approved them subject to the following: (a) the required setback between new building and Taverna Opa should be respected and if there is some unused floor area, [its omission] would create a greater public benefit, and (b) there should be a greater public benefit negotiated with the developer other than the open space being proposed. At a minimum some financial mechanism in perpetuity, such as a trust should be created independent of the developer, but funded by the developer, to ensure that this open space is adequately maintained and operated in a manner that enhances the public good.

The Related Entities have begun negotiating with the City an Amendment to the Settlement Agreement that addresses the requirements of the Design Review Board and the Planning Board, and the City Commission will consider whether it is in the City's best interests to approve the Amendment to the Settlement Agreement affecting properties the Related Entities owns as successor to the Portofino Entities on Block 1.

### CONCLUSION

The City Commission should open and continue these items to allow further negotiation of the amendment to the settlement agreement the public benefit to be provided arising from the approval of the transfer of development rights.

JMG/TH/JGG/GMH

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RESOLUTION NO.	RESOL	LUTION	NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONCEPT PLAN FOR PROPERTY OWNED BY THE RELATED GROUP ON BLOCK 1 IN SOUTH POINTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others, have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions; and

WHEREAS, the Mayor and City Commission have heretofore approved a Settlement Agreement, by and between the City and East Coastline, West Side, and related parties, with respect to the above litigation, pursuant to Resolution No.2004-25509, adopted on February 25, 2004; and

WHEREAS, the Mayor and City Commission approved a formal Settlement Agreement to like effect, pursuant to Resolution No. 2004-25650, adopted on July 28, 2004; and

WHEREAS, Section 5 of the Settlement Agreement provided, among other things, for consideration of a Concept Plan for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), attached hereto as Exhibit "A" (the "Concept Plan") to be considered by the Mayor and City Commission, and approved pursuant to the Settlement Agreement; and

WHEREAS, the Related Entities have obtained Design Review Board approval on April 4, 2006 for a proposed development on Block 1, subject to the following: This project approval is subject to approval by the City Commission of the following: (a) modification of the settlement agreement concept plan; (b) release of easement rights for subsurface parking; and (c) amendment to city code to allow transfer of floor area across the alley, or transfer is otherwise approved by the Planning Director under existing city code provisions; and

**WHEREAS**, the City Commission has referred the proposed changes to the Concept Plan to the Planning Board for that Board's review of such changes; and

WHEREAS, the Planning Board reviewed the proposed changes and approved them subject to the following: (a) the required setback between new building and Taverna Opa should be respected and if there is some unused floor area, [foregoing this floor area] would create a greater public benefit, and (b) there should be a greater public benefit negotiated with the developer other than the open space being proposed. At a minimum some financial mechanism in perpetuity, such as a trust should be created independent of the developer, but funded by the developer, to ensure that this open space is adequately maintained and operated in a manner that enhances the public good; and

WHEREAS, the Related Entities have negotiated with the City an Amendment to the Settlement Agreement that addresses the requirements of the Design Review Board and the Planning Board, and the City Commission concludes that it is in the City's best interests to approve the Amended Concept Plan affecting properties the Related Entities owns as successor to the Portofino Entities on Block 1.

# NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

That the City Commission hereby approves the Amended Concept Plan for Block 1, in substantially the form attached hereto as Exhibit "A". The Concept Plan shall be used as a guide in implementing the Settlement Agreement, as amended, except that all design approvals shall be in conformity with the Concept Plan for Block 1. Implementation of the development shown on the Concept Plan shall be pursuant to the terms of the Settlement Agreement, as amended. In the event of any conflict between the Concept Plan and the Land Development Regulations of the City, the provisions of the Land Development Regulations shall govern. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTE	D this day of, 2006.
ATTEST:	MAYOR
CITY CLERK	APPROVED AS TO FORM AND LANGUAGE & FOR EXECUTION
	CITY ATTORNEY DATE

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RESOL	LUTION N	NO.

RESOLUTION THE MAYOR AND OF COMMISSION OF THE CITY OF FLORIDA APPROVING AN AMENDMENT TO THE SETTLEMENT AGREEMENT BY AND BETWEEN THE RELATED GROUP OF FLORIDA AND THE CITY OF **CONCERNING** LITIGATION MIAMI BEACH OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH, INCLUDING BLOCK 1, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AMENDMENT, AND THE TAKING OF SUCH STEPS AS ARE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION THEREOF.

WHEREAS, East Coastline Development, Ltd. ("East Coastline") and West Side Partners, Ltd. ("West Side"), among others (collectively known as the "Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs in various actions (the "Lawsuits"); and

WHEREAS, the Portofino Entities have conveyed certain parcels involved in such litigation to certain entities that are part of the Related Group of Florida (collectively known and referred to as the "Related Entities"); and

WHEREAS, the City Commission on February 25, 2004 approved in concept, a settlement of the Lawsuits proffered by the Portofino Entities and the Related Entities, which conceptual settlement is set forth in a Term Sheet attached to Resolution 2004-25509, as amended since such resolution to reflect the intent and agreement of the parties; and

WHEREAS, on July 28, 2004 the City Commission approved Resolution No. 2004-25650, authorizing the execution of a Settlement Agreement with the Portofino Entities, the Related Entities, and the Miami Beach Redevelopment Agency, to avoid the expense, delay, and uncertainty of lengthy litigation, and to resolve such proceedings under the terms set forth in the Term Sheet, and the City Commission approved a Concept Plan according to which development on the properties subject to the Settlement Agreement would follow; and

WHEREAS, the Related Entities have obtained Design Review Board approval on April 4, 2006 for a proposed development on Block 1, subject to the following: This project approval is subject to approval by the City Commission of the following: (a) modification of the settlement agreement concept plan; (b) release of easement rights for subsurface parking; and (c) amendment to city code to allow transfer of floor area across the alley, or transfer is otherwise approved by the Planning Director under existing city code provisions; and

WHEREAS, the City Commission has referred the proposed changes to the Concept Plan to the Planning Board for that Board's review of such changes; and

WHEREAS, the Planning Board reviewed the proposed changes and approved them

subject to the following: (a) the required setback between new building and Taverna Opa should be respected and if there is some unused floor area, [foregoing this floor area] would create a greater public benefit, and (b) there should be a greater public benefit negotiated with the developer other than the open space being proposed. At a minimum some financial mechanism in perpetuity, such as a trust should be created independent of the developer, but funded by the developer, to ensure that this open space is adequately maintained and operated in a manner that enhances the public good; and

WHEREAS, the Related Entities have negotiated with the City an Amendment to the Settlement Agreement that addresses the requirements of the Design Review Board and the Planning Board, and the City Commission concludes that it is in the City's best interests to approve the Amendment to the Settlement Agreement affecting properties the Related Entities owns as successor to the Portofino Entities on Block 1.

# NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

That the City Commission hereby approves the Amendment to the Settlement Agreement, in substantially the form attached hereto as Exhibit "A," however, the Amendment is subject to the final review and approval of the City Manager and City Attorney. The Mayor and City Clerk are hereby authorized to execute such Agreement on behalf of the City, and the City Manager and City Attorney are authorized to take such actions as are necessary or appropriate consistent with the intent of this resolution to implement the provisions of the Amendment to the Settlement Agreement. This Resolution shall take effect immediately upon its adoption.

PASSED a	and ADOPTED this da	ay of, 2006.	
ATTEST:		MAYO	·
		MAYO	K
CITY CLERK	·	APPRO	OVED AS TO
			LANGUAGE
		& FOR	EXECUTION
		CITY ATTORNEY	DATE

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# **DRAFT 8-21-06**

# FIRST AMENDMENT TO

# SETTLEMENT AGREEMENT

THIS SE	TTLEMEN	T AGREEN	IENT (the '	'Agreeme	ent") is m	ade and en	tered into
as of the							
Beach, Florida,	a Florida	municipal	corporation	("City"),	and (2)	TRG-Block	1, Ltd., a
Florida limited p	artnership	("Related")					

# Introduction and Background

WHEREAS, the City of Miami Beach entered into a Settlement Agreement on July 28, 2004 with various entities known as the "Portofino Properties" and certain successors in interest that are part of the Related Group of Florida, including TRG-Block 1, Ltd.; and

**WHEREAS**, the City Commission adopted Resolution No. 2004-25651 which approved a concept plan for various parcels in the South Pointe area including a parcel known as Block 1; and

WHEREAS, the Concept Plan was formulated after an exhaustive public process which included citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the City staff, the Planning Board, and the Design Review Board, all of whom recommended approval thereof, which resulted in the Concept Plan's approval by the City Commission; and

WHEREAS, the Concept Plan for the Block 1 Properties as that term is used in Section 142-698(a)(4), City Code, is proposed to be modified and the "Modified Concept Plan" has been reviewed by the City staff, the Planning Board, the Design Review Board, and an ad hoc group of concerned citizens, all of whom have recommended approval thereof; and

WHEREAS, the Modified Concept Plan is submitted for approval through this Amendment to the Settlement Agreement; and

WHEREAS, the developments on the Block 1 Properties contemplated by the Modified Concept Plan require certain changes to the City's Land Development Regulations, which changes are being processed along with this Settlement Agreement; and

WHEREAS, this Settlement Agreement is being amended to allow implementation of that Modified Concept Plan, along with the adoption of certain

changes to the Land Development Regulations to permit the development contemplated in such Modified Plan to proceed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Recitations</u>. The foregoing recitations are true and correct and are incorporated herein by this reference.
  - 2. Development Approvals.
    - (a) Condition to Obligation.
- (i) The obligations of Related under this Agreement are specifically conditioned upon the City and/or its boards, departments or agencies acting in their independent, quasi-judicial and/or legislative governmental capacity to consider and formally approve the Modified Concept Plan and the changes to the Land Development Regulations contemplated herein (the "Development Approvals".)
- (ii) The Development Approvals shall be deemed approved at such time as all requisite governmental action has become final, binding and no longer subject to appeal, and if appealed, all such appeals shall have been finally and successfully resolved, which shall herein be referred to as having obtained the "Final Approvals."
- In the event that all of the Development Approvals, for any (iii) \_, 2006 and/or the reason, have not been obtained on or before \_\_\_\_\_ , 2007, or, in the event Final Approvals have not been obtained by that any of the required Development Approvals have been denied by the City or other applicable governmental authority, then in any such event Related or the City in their respective sole option, may elect to terminate this Agreement by written notice of termination to the other parties (signed by the parties or by their respective attorneys,) whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. Related shall have the right in its sole discretion to extend the foregoing deadlines by instrument in writing executed by its attorneys. Should this agreement terminate, the parties agree to promptly execute and deliver to each other such other documentation as may be required to confirm the termination and revocation, and the parties shall otherwise be restored to the condition that existed immediately prior to the date of execution of this Agreement. The provisions of this paragraph 2(a)(iii) shall survive the termination of this Agreement.
- (iv) If the Final Approvals are obtained prior to the timely delivery of a written notice of termination permitted under paragraph 2(a)(iii) above, then there shall be no further right of termination hereunder. In the event this Agreement is

terminated pursuant to paragraph 2(a)(iii) above, Related shall have the right to pursue development of Block 1 according to the original Concept Plan as modified by the City Commission on April 11, 2006 (as to the south building and subsurface easement rights), as if this Agreement had never taken place. The parties hereby covenant not to sue on or appeal any actions that any of the parties take or do not take on applications in pursuit of the Development Approvals.

- Exercise of City Discretion. The parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, Land Development Regulations and other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of federal or state statutes and City or county ordinances, or other applicable law, in the exercise of the City's jurisdiction under the police power, as well as the requirements of this Agreement. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes, and applications for any other of the Development Approvals, by virtue of the fact that the City may have consented to the filing of such applications, solely in its capacity as the owner of affected lands or as the adjacent property owner, or by virtue of the City's entering into this Agreement. The parties recognize that the City, and its boards, retain sole discretion under their police powers as to whether to grant or deny the applications for Development Approvals. The parties fully recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Portofino Entities or the Related Entities to compel the City to take any actions processing or approving the applications for Development Approvals, or other actions contemplated by this Agreement, save and except the provisions of paragraphs 3 and 4 below if the Final Approvals are obtained prior to a termination of this Agreement.
- 3. Paragraphs 5 and 6 of the Settlement Agreement are hereby amended as follows:
  - 5. Concept Plan. In order to provide assurances to the City that the future development of the Alaska Assemblage, the Block 51 Parcel, the Block 52 Parcel, and the Block 1 Parcel will be compatible with the City's desire for good neighborhood planning, the Related Entities and the Portofino Entities have agreed to submit to the City Commission for approval a concept plan for each of those parcels after consultation and consideration with neighborhood representatives, the City's internal staff, the Design Review Board and the Planning Board, and the City's outside architectural consultant. In the event the Concept Plan is not approved by September 30, 2004, then in such event either the Portofino Entities or the Related Entities or the City at their respective sole option, may elect to terminate this Agreement by written notice of termination to the other

parties (signed by the parties or by their respective attorneys), whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. The Portofino Entities and the Related Entities shall have the right in their sole discretion to extend this deadline by written instrument signed by them or their attorneys. Once approved by the City, all subsequent actions taken by the City in connection with any other requested development approvals regarding these parcels must be consistent with the approved plan; provided that in the event of any conflict between the City's land development regulations existing as of the date of the obtaining of the Final Approvals and the concept plan, the said land development regulations shall govern. In addition, the Related Entities agree to reimburse or remit to the City, within 30 days of invoice, for the expenses of their outside architectural consultant in reviewing the concept plan, making recommendations to the plan, and meeting with the City, the neighborhood representatives, and the other parties to this Agreement with respect thereto.

- 6. <u>City Garage or other Public Facilities</u>. To the extent the City, within the later of (a) 12 months of the date of this Agreement or (b) two months after the building permit is issued for the project to be constructed by A-1 on the portion of the Alaska Assemblage to be retained by A-1 and not conveyed to the City, develops a concept plan for public parking or other public facilities in South Pointe Park or the portion of the Alaska Assemblage to be deeded to the City under this Agreement, then contingent upon obtaining all of the Final Approvals, A-I, at the same time it is staged for development of the residential tower to be built on the balance of the Alaska Assemblage, will cause its architects to design and its contractors to build such public garage or other public facilities at A-I's direct cost (without overhead fees), and at City expense. That is, City will be responsible for payment of all direct costs incurred by A-I to develop such parking or other public facilities on the City's behalf.
- 4. The following additional paragraph is added:

# Beachwalk....

5. The provisions of the Settlement Agreement not otherwise amended herein, e.g., Paragraph 8, Miscellaneous Provisions, are agreed by the parties hereto to be applicable to this First Amendment.

**EXECUTED** as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

	CITY:		
Signed, sealed and delivered in the presence of:	CITY OF MIAMI BEACH, FLORIDA, a municipal corporation		
Attest: City Clerk	By: MAYOR  APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION		
	City Attorney Date:		
Witnesses:	TRG-BLOCK I, LTD., a Florida limited partnership		
Print Name:	By: Name:		
Print Name:			

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# **EXHIBIT LIST**

Α

В

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### **Condensed Title:**

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and the City Clerk to execute Amendment No. 6 to the agreement between the City and EDAW, Inc., in an amount not to exceed \$387,029, for the provision of additional professional services associated with water main design between Indian Creek Drive and Collins Avenue, and additional construction administration and resident project representation services during construction, for Phase 1 (east of Collins Avenue) of the Oceanfront ROW project, and approving the use of funds, in the amount of \$387,029, for the amendment, from previously appropriated funds for the Oceanfront neighborhood.

**Key Intended Outcome Supported:** 

To ensure well designed quality capital projects.

### Issue:

Should the City Commission approve the Amendment?

Item Summary/Recommendation:

EDAW, Inc. (Consultant) has completed the design portion of the Oceanfront ROW Project (Project). Consultant has delivered 100% construction documents and the necessary permits have been obtained to begin construction. A Job Order Contracting (JOC) proposal has been submitted by Pass International, Inc., one of the City's approved JOC contractors. The City has requested that the scope of the Oceanfront ROW project be expanded to include the replacement of water mains running East-West on the cross streets from 26th Street to 40th Street between Collins Avenue and Indian Creek Drive. City staff has negotiated a fee of \$156,510 with Consultant to perform design services to incorporate the water main replacements into the existing Oceanfront construction documents. Staff has negotiated a fee of \$71,543 with Consultant to provide the appropriate level of Construction Administration services for Phase 1 of the project. The additional services provided under this agreement will provide pre-construction conference and meeting with residents, project closeout and post project services. Staff has negotiated a fee of \$158,976 with Consultant to provide Resident Project Representative (RPR) services for Phase 1 of the project during construction. RPR services provide for a full-time, on-site representative of the Consultant to observe and verify that critical elements of the construction project are being complied with and that the general intent of the construction documents is being met. If this resolution is approved, staff will execute the appropriate contract amendment with Consultant and finalize and execute the JOC contract. Mobilization could be expected to begin in approximately four weeks from contract execution and construction could begin shortly after mobilization.

**Advisory Board Recommendation:** 

N/A

# Financial Information:

Source of Funds:	
ØBP1	

	Amount	Account	t App	roved
1	\$387,029	424-2340		
2				
3				
4				
Total	\$387,029		·	

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Keith Mizell

Sian-Offs:

Olgii-Olio.		
Department Director	Assistant City Man	ager City Manager
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AGENDA ITEM R7I



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 6 TO THE AGREEMENT BETWEEN THE CITY AND EDAW, INC., DATED MAY 16, 2001, IN AN AMOUNT \$387,029, **FOR** THE **PROVISION** NOT TO **EXCEED** ADDITIONAL PROFESSIONAL SERVICES ASSOCIATED WITH WATER MAIN DESIGN BETWEEN INDIAN CREEK DRIVE AND COLLINS AVENUE, AND ADDITIONAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATION SERVICES DURING CONSTRUCTION OF PHASE 1 (EAST OF COLLINS AVENUE) OF THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM IN NEIGHBORHOOD NO. 6 - OCEANFRONT PROJECT, AND APPROVING THE USE OF FUNDS, IN THE AMOUNT OF \$387,029, FOR THE AMENDMENT, FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE OCEANFRONT NEIGHBORHOOD.

# ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

# **FUNDING**

Funding, in the amount of \$387,029, is available from previously appropriated funds in the 2000 Water & Sewer Bonds Budget for Oceanfront Neighborhood Number 6.

# **ANALYSIS**

The Oceanfront ROW Project (Project) is one of the components of the City's Capital Improvement Projects ROW Improvements Program. The Design portion of the Project has been completed and EDAW, Inc. (Consultant) has delivered one hundred percent (100%) completion level construction documents. The necessary permits have been obtained to begin construction. A Job Order Contracting (JOC) proposal has been submitted by Pass International, Inc., one of the City's approved JOC contractors.

City staff has determined that the scope of the Oceanfront ROW project should be expanded to include replacement of water mains running east-west on the cross streets from 26<sup>th</sup> Street to 40<sup>th</sup> Street between Collins Avenue and Indian Creek Drive. City staff has negotiated a fee of \$156,510 with the Consultant (Attachment "A") to perform design services to include these water main replacements and incorporate the necessary drawings within the existing Oceanfront construction documents. The Consultant's original scope of services provided for limited Construction Administration services in the form of weekly meetings during the construction phase of the project. With the expanded scope and technical complexity of the project, it was necessary to expand the Construction

City Commission Memorandum – Oceanfront ROW September 6, 2006 Page 2 of 2

Administration services to the negotiated a fee of \$71,543. (Attachment "B") to provide the appropriate level of Construction Administration services for Phase 1 (east of Collins Avenue) of the project.

The Resident Project Representative (RPR) services included in this Amendment will provide for the pre-construction conference and meeting with residents, project closeout, address "punch list" items as construction is completed, and post project services. Post project services will provide for preparing electronic record drawings, permit closeout and project certification. The Administration has also determined that with Projects of this magnitude, it will be necessary to have a qualified, full time RPR to provide an on-site representative of the Consultant to observe and verify that critical elements of the construction project are being complied with and that the general intent of the construction documents is being met. The RPR will also maintain daily progress logs, verify testing as being performed relative to the appropriate procedures, provide photographic records of the construction progress and review materials and workmanship used in the construction of the project to verify that critical elements of the construction project are being complied with, and that the general intent of the contract documents are being met. Staff has negotiated a fee of \$158,976 with the Consultant (Attachment "C") to provide RPR services for Phase 1 (East of Collins Avenue) of the project during the construction phase. In order to cover a portion of these services, the City's Administration has reduced the Scope of Services for this Project under its Agreement with Hazen and Sawyer (H&S) as part of the contract changes approved by the City Commission. The credit is mainly attributed to a decrease in the required inspection services by H&S on the Project.

If this resolution is approved, staff will execute the appropriate contract amendment with the Consultant and finalize and execute the JOC contract with the Contractor for the Oceanfront ROW Project. Mobilization could be expected to begin in approximately four weeks from JOC contract execution and construction could begin shortly after mobilization. Staff is currently coordinating a construction kick-off meeting to present to the residents.

# CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing the expenditure of funds to provide for additional water main design, additional construction administration services and resident project representative services for the Oceanfront Neighborhood, at a cost of \$387,029, with funding from the previously appropriated 2000 Water & Sewer Bonds account.

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# ATTACHMENT "A"

# EDAW

EDAW INC

1688 MERIDIAN AVENUE

02 August 2006

SUITE 303

33139

Mr. Jorge Cano Assistant Director City of Miami Beach

MIAMI BEACH FLORIDA

Capital Improvement Projects Office 1701 Convention Center Drive

Miami Beach, FL 33139

TEL 305 604 5878

Re: City of Miami Beach

FAX 305 604 5704

Right-of-Way Infrastructure Improvements Program Neighborhood No. 6 – Oceanfront (00070101.01)

LICENSE NUMBER LC0000386

Water Main Add Service

www,edaw.com

Dear Mr. Cano:

Attached please find the requested additional services proposal for the additional effort required to modify the 100% complete construction documents as per Exhibit 4014z-102\_Exh A-1 received October 7, 2005 (enclosed). The level of effort is based on approximately 5,500 LF of new WM and assumes the creation of nineteen new WM sheets and minor revisions to thirty-eight existing sheets.

The below proposed scope of work is based on meetings held with the City and the Program Manager on October 17, 2005, November 6, 2005, and July 27, 2006:

- the limits of work will remain within the City of Miami Beach R.O.W.
- Bidding and Award is not included in this proposal. It is understood that a contractor will already have been selected and this will be a change order to an existing contract.
- Construction Administration related to this scope is not included in this proposal. It is
  understood that CA services related to this scope of work will be addressed in the City
  requested CA Add Service Proposal.

Any services other than those above are not included in this proposal. We agree to provide the services described above for an hourly not-to-exceed amount of \$ 156,510.19 (see enclosed spreadsheet for breakdown).

If the above meets your approval, please sign below and this shall serve as our authorization to begin work and prepare a formal contract for your execution. If you have any questions regarding the proposal, please do not hesitate to call us.

Best Regards,

<< sent via email without signature >>

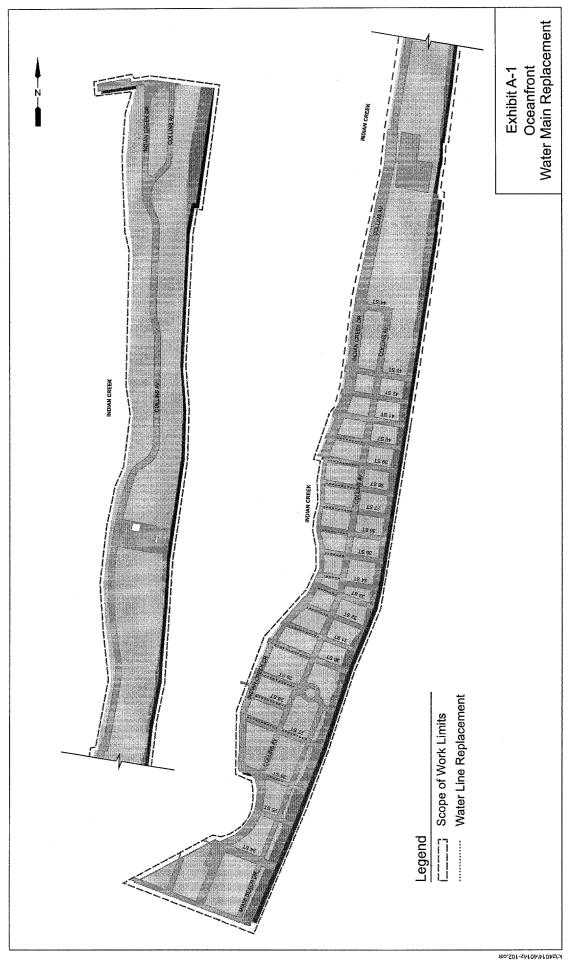
Leonardo Alvarez Vice-President / Managing Principal David J. Troncale
Director of Operations

cc: Jorge Chartrand, Bert Vidal, Garren Owens, file

DESIGN, PLANNING AND ENVIRONMENTS WORLDWIDE

OCEANFRONT\_060802\_WM ADD SERVICE REQUEST\_REVISED.DOC

Encl.	
Confirmed and accepted by:	
EDAW, Inc.	City of Miami Beach
Authorized Signature	Authorized Signature
Typed/Printed Name	Typed/Printed Name
Title	Title
Date	Date



# EDAW TEAM Fee Worksheet Oceanfront WM Add Services

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6.4 Geotechnical Evaluation (r/a)		\$0.00	<u>.</u>

# ATTACHMENT "B"

# EDAW

EDAW INC

1688 MERIDIAN AVENUE

02 August 2006

SUITE 303

33139

Mr. Jorge Cano Assistant Director City of Miami Beach

MIAMI BEACH FLORIDA

Capital Improvement Projects Office 1701 Convention Center Drive

Miami Beach, FL 33139

TEL 305 604 5878

Re: City of Miami Beach

FAX 305 604 5704

Right-of-Way Infrastructure Improvements Program Neighborhood No. 6 – Oceanfront (00070101.01)

LICENSE NUMBER LC0000386

Construction Management Add Service

www.edaw.com

Dear Mr. Cano:

Attached please find the requested additional services proposal for the additional effort required to provide Construction Management Services for the Oceanfront Neighborhood.

The below proposed scope of work is based on a request for proposal letter from the Program Manager dated October 27, 2005 as well as discussion held on July 27, 2006 (see attached):

- Provide Construction Management Services for work zones east of Collins Avenue during the 6 month construction period.
- The purchase, implementation and use of E-Builder software during the construction phase of this project (one license).
- Prepare, attend and conduct one (1) Pre-Construction conference with residents of the Oceanfront neighborhood (as per above referenced letter).

Any services other than those above are not included in this proposal. We agree to provide the services described above for an hourly not-to-exceed amount of \$ 100,432.76 (see attached spreadsheet for breakdown).

If the above meets your approval, please sign below and this shall serve as our authorization to begin work and prepare a formal contract for your execution. If you have any questions regarding the proposal, please do not hesitate to call us.

Best Regards,

<< sent via email without signature >>

Leonardo Alvarez Vice-President / Principal David J. Troncale Director of Operations

cc: Jorge Chartrand, Bert Vidal, Garren Owens, file

Encl.

DESIGN, PLANNING AND ENVIRONMENTS WORLDWIDE

OCEANFRONT\_051208\_CM ADD SERVICE REQUEST.DOC

# Confirmed and accepted by: EDAW, Inc. City of Miami Beach Authorized Signature Typed/Printed Name Title Title Date Date

# HAZENAND SAWYER Environmental Engineers & Scientists

Hazen and Sawyer, P.C. 975 Arthur Godfrey Road Suite 211 Miarni Beach, FL 33140 305 532-9292 Fax: 305 534-8887

October 27, 2005

Mr. Cesar Garcia-Pons Senior Associate EDAW, INC. 1688 Meridian Avenue, Suite 301 Miami Beach, Florida 33139 -Fax'd This Date-

City of Miami Beach Right-of-Way Infrastructure Improvements Program Bid Package No. 6 – Oceanfront Request for Proposal – Construction Management Services

Dear Mr. Garcia-Pons:

As you are aware, the subject project is nearing final design and startup of construction. With currently proposed water main additions and the deletion of select Developer implemented street end improvements, it is anticipated that the final construction cost of the project will be in the ~\$5 million range. A review of your Agreement with the City indicates that Task 4 Construction Administration Services are currently funded at \$29,163. This represents 0.5% of the estimated construction cost, and in the City's opinion is insufficient to fund the requisite level of effort that is anticipated from your firm during the 12-month construction period. To this end, the City would like to request that you revisit your current fee requirements and submit a request for additional services as you deem necessary to properly address the current scope.

In addition, the City would also like to take this opportunity to note that the following items, currently not included in the Agreement, will be added to the scope of the Project:

- Please add the following at the end of the introductory paragraph to Task 4 –
  CONSTRUCTION MANAGEMENT SERVICES: "The use of E-Builder software will be
  implemented during the construction phase of this project. To this end, the City requests
  that you address any related fee adjustment resulting from this scope revision in the
  above noted fee request. In this effort, please note that the City plans to reimburse the
  Consultant for the purchase of one license."
- Task 4.1A: Pre-Construction Conference with Residents: CONSULTANT shall prepare, attend and conduct a Pre-Construction Conference with residents of the Oceanfront neighborhood. The purpose of the meeting shall be to introduce the Consultant and Contractor to the residents, as well as have the CONSULTANT present an overview of anticipated construction sequencing, conditions to be expected, and other issues that may be of concern to residents, as either addressed at the meeting, or the pre-meeting with City representatives, that is to be held to review the explant of the presentation with the Consultant prior to the meeting.

Page 1 of 2 MB: 4006L130 NOV 03 2005

fork, NY - Armonk, NY - Ramsey, NJ - Detroit, Mil - Philadelphia. PA - Raleigh, NC - Charlotte, NC - Fairfox, VA - Alfanta, GA - Hollywood, FL - Boca Raton, FL - Fort Pie

# HAZEN AND SAWYER

October 27, 2005

As the planned construction start date for this project is in January 2006, your prompt response to this request is appreciated. Should you have any questions, please call.

Very truly yours,

HAZEN AND SAWYER, P.C.

BETTVIOAL

Bert Vidal, P.E. Program Manager

c: L. Alvarez

J. Chartrand

J. Cano K. Mizell

I. Lizama

File No. 4006 / 1.4

# Page 1 of 1

# EDAW TEAM Fee Worksheet Oceanfront Construction Management Services Add

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# ATTACHMENT "C"

# EDAW

EDAW INC

1688 MERIDIAN AVENUE

2 August 2006

SUITE 303

Mr. Jorge Cano Assistant Director City of Miami Beach

MIAMI BEACH FLORIDA

Capital Improvement Projects Office 1701 Convention Center Drive

33139

Miami Beach, FL 33139

TEL 305 604 5878

Re: City of Miami Beach

FAX 305 604 5704

Right-of-Way Infrastructure Improvements Program Neighborhood No. 6 – Oceanfront (00070101.01) Resident Project Representative Add Service

LICENSE NUMBER LC0000386

Dear Mr. Cano:

www.edaw.com

Attached please find the requested additional services proposal for the additional effort required to provide Resident Project Representative Services for the Oceanfront Neighborhood.

The below proposed scope of work is based on a request for proposal letter from the Program Manager dated October 31, 2005 (see attached) as well as our discussion on July 27, 2006:

- Provide Task 5.4 Resident Project Representative Services east of Collins Avenue during the 6 month construction period.
- Provide Task 4.7 Project Closeout services as revised in the above referenced letter.
- Provide Task 4.8 Post Project Services as noted in the above referenced letter.

Any services other than those above are not included in this proposal. We agree to provide the services described above for an hourly not-to-exceed amount of \$ 198,089.92 (see attached spreadsheet for breakdown).

If the above meets your approval, please sign below and this shall serve as our authorization to begin work and prepare a formal contract for your execution. If you have any questions regarding the proposal, please do not hesitate to call us.

Best Regards,

<< sent via email without signature >>

Leonardo Alvarez Vice-President / Principal David J. Troncale Director of Operations

cc: Jorge Chartrand, Bert Vidal Garren Owens, file

Encl.

Confirmea ana acceptea by:	
EDAW, Inc.	City of Miami Beach
Authorized Signature	Authorized Signature
Typed/Printed Name	Typed/Printed Name
Title	Title
Date	Date

# HAZENAND SAWYER

Hazen and Sawyer, P.C. 975 Arthur Godfrey Road Suite 211 Miami Beach, FL 33140 305 532-9292 Fax: 305 534-8887

October 31, 2005

Mr. Cesar Garcia-Pons Senior Associate EDAW, INC. 1688 Meridian Avenue, Suite 301 Miami Beach, Florida 33139 -Faxed This Date-

City of Miami Beach Right-of-Way Infrastructure Improvements Program Bid Package No. 6 – Oceanfront Request for Proposal – Resident Project Representative

Dear Mr. Garcia-Pons:

In a recent correspondence, the City requested that your firm address potential revisions to the fee associated with Task 4 Construction Management Services on the subject project. These services, as currently addressed in the Agreement, deal primarily with office related support of the construction administration effort. At this time, under separate cover, the City would like to advise that it is considering revising the EDAW scope of services to include resident project representation and certification of construction completion / record drawings. To this end, as this decision is not yet finalized with City Administration, the City requests that your firm submit a "preliminary" fee requirement estimate for the provision of a full-time, on-site resident project representative and other associated services as required to allow your firm to certify the record drawings at the completion of the project as noted below. As there is no final decision to proceed in this matter, the City does request that minimal effort be expended to prepare the requested response. If a definitive decision is made to proceed in this manner, then a detailed estimate for such services will be requested as the basis for discussion and negotiation. In general, the services being considered should include, but not necessarily be limited to:

"Task 5.4 Resident Project Representative: The CONSULTANT shall provide one qualified, full-time resident project representative to provide an adequate quantity and quality of observation as required to reasonably verify that critical elements of the construction project are being complied with, and that the general intent of the contract documents is being met. In this effort, CONSULTANT's level of effort shall be based upon a period of up to twelve (12) manmonths (2,080 man-hours) of field representation. Should this level of effort be exceeded or decreased, an equitable adjustment shall be made accordingly.

The CONSULTANT's field staff shall be on-site at all times when the Contractor is on the job, as practicable. In addition, the CONSULTANT's level of effort is based upon the assumption that the resident project representative shall monitor all Contractor work crews as specified by the CONSULTANT in the contract document construction sequencing requirements.

Page 1 of 4 MB: 4006L134

# HAZEN AND SAWYER

Mr. Cesar Garcia-Pons October 31, 2005

In general, the CONSULTANT's resident project representative shall observe the construction of the work and;

- (a) Conduct on-site observations of the work in progress to assist in determining if the provisions of the Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY, through the PROGRAM MANAGER, against defects and deficiencies in the work of the Contractor. CONSULTANT shall report, to the CITY, through the PROGRAM MANAGER, in writing, whenever it is believed that work is unsatisfactory, faulty or defective and / or does not conform to the contract documents, does not meet the requirements of inspections, tests, or has been damaged prior to final payment.
- (b) CONSULTANT shall conduct on-site observations of the work in progress to determine if the contract documents and permit requirements are being complied with and to protect the CITY, through the PROGRAM MANAGER, against Contractor work defects and deficiencies. CONSULTANT shall advise the CITY, through the PROGRAM MANAGER, in writing, whenever work is determined to not conform to the contract documents. The CONSULTANT's observer shall attend all scheduled meeting with the Contractor.
- (c) Maintain a daily log of work performed. The daily notes shall include records of when the Contractor is on the job-site, weather conditions, change orders, or changed conditions, list of job site visitors, daily drilling and testing activities, observations in general, and specific observations in more detail as in the case of observing test procedures. Record, in writing, the outcome of these inspections. CONSULTANT shall identify any utilities damaged and verify that the Contractor (s) has notified the respective utility owner.
- (d) Verify that tests, equipment and systems start-up are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up.
- (e) Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital snapshot type taken to define the progress of the project and shall be labeled as to date, location, view, electronically filed my month, and signed by the CONSULTANT,
- (f) Review materials and workmanship of the projects and report to CITY, through the PROGRAM MANAGER, any deviations from the Contract Documents that may come to the CONSULTANT's attention. Determine the acceptability of the work and materials and make recommendation to CITY, through the PROGRAM MANAGER, to reject items not meeting the requirements of the contract documents.
- (g) Check Contractors' material certifications and samples, verifying that delivered materials match approved shop drawings.

Page 2 of 4 MB: 4006L134

# HAZEN AND SAWYER

Mr. Cesar Garcia-Pons October 31, 2005

- (h) Field observes critical points in the construction process.
- (i) Direct and supervise the sampling and testing of materials to be performed by independent testing laboratories under subcontract to the CITY. This task includes the receipt, review and processing of invoices from the independent testing laboratories for payment by the CITY.
- (j) CONSULTANT shall verify and sign off on all pay requisition quantities in the field. CONSULTANT shall develop a Field Measurement Form and utilize such form as verification of pay requisition items. In this effort the CONSULTANT shall advise the PROGRAM MANAGER of quantities being approved for concurrence.
- (k) Monitor that record drawing mark-ups are properly maintained by the Contractor.
- (I) The CONSULTANT's resident project representative shall coordinate with its office staff as necessary to resolve / address all Requests for Information / Contract Document Clarifications / Field Orders and other such project related correspondence as may be forwarded by the Contractor, through the PROGRAM MANAGER.

Deliverables - Provide full time resident project representation on the project

Prepare Daily Construction Observation Forms and distribute to the PROGRAM MANAGER.

Schedule - Ongoing throughout Project."

In addition, delete existing Task 4.7 in its entirety and replace with the following:

"Task 4.7 - Project Closeout: Upon receiving notice from the Contractor(s) advising the CONSULTANT that the project is substantially complete, CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER Staff, shall schedule and conduct an overview of the project. The overview shall include CONSULTANT'S development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the Contractor. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. Substantial completion criteria shall be as specified by the CONSULTANT in its contract documents, and shall also address the startup of warranties accordingly.

Upon notification from Contractor(s) that all remaining "punch list" items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished project. Based on successful completion of all outstanding work items by the Contractor, the CONSULTANT shall assist CITY, through the PROGRAM MANAGER, in closing out the construction contract. This shall include, but not limited to, providing recommendations concerning acceptance of the project and preparing / collecting necessary documentation, including but not limited to, lien waivers, Contractor's final affidavit, close-out change orders, and processing of the final payment application.

Page 3 of 4 MR: 40061 134

# HAZENAND SAWYER

Mr. Cesar Garcia-Pons October 31, 2005

Deliverables - Receive Contractor substantial completion notification.

Coordinate and attend field meetings to review Substantial Completion.

Prepare and verify that punch lists are completed.

Certify project completion to appropriate agencies.

Schedule - Ongoing throughout Program."

Also, please add the following Task 4.8 to the existing scope of services:

"Task 4.8 - Post Project Services: The CONSULTANT shall assist the CITY, through the PROGRAM MANAGER, with the coordination of requested warranty work. This assistance shall be provided for the duration of the project to a period not to exceed the final completion date and acceptance of the construction project.

In addition, the CONSULTANT shall coordinate with the Contractor as necessary to transfer record drawing markups, which the CONSULTANT shall update the corresponding CAD files for record purposes and certify the project as complete, in accordance with all applicable jurisdictional permitting requirements.

Deliverables - Assist the CITY, through the PROGRAM MANAGER, with warranty work completion.

 Prepare electronic record drawings and certify project as complete per applicable jurisdictional requirements.

Submit five full size copies of final record drawings with applicable certifications of completion

Schedule

Ongoing throughout Program."

The City appreciates your cooperation on this matter. Should you have any questions, please call.

Very truly yours,

HAZEN AND SAWYER, P.C.

BETT LIDA

Bert Vidal, P.E. Program Manager

c: L. Alvarez

J. Chartrand

J. Cano

K. Mizell

I Lizama

File No. 4006 / 1.4

Page 4 of 4 MB: 4006L134

# EDAW Fee Worksheet Oceanfront RPR Add

# AMENDMENT NO. 6 TO THE PROFESSIONAL LANDSCAPE ARCHITECTURAL AND ENGINEERING (LA / E) SERVICES AGREEMENT BETWEEN

THE CITY OF MIAMI BEACH, FLORIDA

AND

EDAW, INC., DATED MAY 16, 2001

IN AN AMOUNT NOT-TO-EXCEED \$387,029

FOR THE PROVISION OF ADDITIONAL WATER MAIN DESIGN SERVICES BETWEEN INDIAN CREEK DRIVE AND COLLINS AVENUE, AND ADDITIONAL CONSTRUCTION MANAGEMENT AND RESIDENT PROJECT REPRESENTATION SERVICES DURING CONSTRUCTION OF THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM NEIGHBORHOOD NO. 6 – OCEANFRONT PROJECT

# **RECITALS**

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 134-99/00, the Mayor and City Commission adopted Resolution No. 2001-24384, on May 16, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with EDAW, Inc., for Professional Services for the Oceanfront Neighborhood Streetscape and Utility Improvement Project (the Agreement); and

WHEREAS, the Agreement provides for the planning and design, bidding and award, construction administration, and reimbursables for the Oceanfront Neighborhood Project; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$307,690.00; and

WHEREAS, on July 7 2004, the CITY executed Amendment No. 1 to the Agreement for additional professional services to prepare the permit application, supporting documentation and present the project to the Historic Preservation Board; and

**WHEREAS,** Amendment No. 1 increased the total contract fee by \$15,584.00, for a total fee of \$323,274.00; and

WHEREAS, the CITY executed Amendment No. 2 to the Agreement for professional services associated with the initial phase of the Indian Creek Greenway, from the south limits of Lake Pancoast just north of 23<sup>rd</sup> Street, to the 29<sup>th</sup> Street pedestrian bridge, along the Lake Pancoast and Indian Creek water bodies; and

**WHEREAS,** Amendment No. 2 increased the total contract fee by \$139,730.54, for a total fee of \$463,004.54; and

WHEREAS, the CITY executed Amendment No. 3 to the Agreement for professional services associated with the extended planning phase and encroachment list preparation in compliance with the CITY'S standard format; and

WHEREAS, Amendment No. 3 increased the total contract fee by \$18,909.90 for a total fee of \$481,914.44; and

WHEREAS, the CITY executed Amendment No. 4 to the Agreement for professional services associated with additional underground utility verification services in compliance with the CITY's standard format; and

WHEREAS, Amendment No. 4 increased the total contract fee by \$15,225.00 for a total fee of \$497,139.44; and

**WHEREAS,** the CITY executed Amendment No. 5 to the Agreement for professional services associated with the incorporation of proposed improvements to the 42<sup>nd</sup> Street street end similar to those proposed at the 38<sup>th</sup> Street street end into the construction documents; and

WHEREAS, Amendment No. 5 increased the total contract fee by \$2,712.24 for a total fee of \$499,851.68; and

WHEREAS, at this time, the CITY, has negotiated Amendment No. 6 for the provision of services required to design additional water mains between Indian Creek Drive and Collins Avenue, as requested by the Public Works Department, and to administer construction and provide Resident Project Representative services for construction east of Collins Avenue over an estimated 6-month period. In addition, these additional services include the purchase and implementation of the E-Builder software throughout the construction period, as well as attendance and execution of a preconstruction conference with residents to provide an overview of the construction project sequencing and address issues of concern with residents. The CONSULTANT met with the CITY and Hazen and Sawyer, the City's Program Manager, and it has been established that this additional service request appears fair and reasonable.

WHEREAS, this Amendment No. 6 increases the total contract fee by \$387,029; \$156,510 for water main design, \$71,543 (in addition to the previously contracted amount of \$28,890.00 for a total of \$100,433) for Construction Administration, and \$158,976 for Resident Project Representative services; resulting in a total fee of \$886,880.68; and

**NOW, THEREFORE,** the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

# 1. ABOVE RECITALS

The above recitals are true and correct and are incorporated as a part of this Amendment No. 6.

# 2. **MODIFICATIONS**

The Agreement is amended as defined in Schedule "A-6", attached therein.

#### 3. OTHER PROVISIONS

All other provisions of the Agreement, as amended, are unchanged.

#### 4. **RATIFICATION**

The CITY and CONSULTANT ratify the terms of the Agreement, as amended by this Amendment No. 6.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 6 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST	CITY OF MIAMI BEACH, FLORIDA
CITY CLERK	MAYOR
WITNESS	EDAW, INC.
Signature	Signature
Print Name	Print Name and Title

#### SCHEDULE "A-6"

#### **SCOPE OF SERVICES**

Schedule "A" entitled, "Scope of Services", is amended as follows:

#### Task 4 - Construction Management Services

The use of the E-Builder software will be implemented during the construction phase of this project. In this effort, the CITY plans to reimburse the CONSULTANT for the purchase of one license.

#### Task 4.1A - Pre-Construction Conference with Residents

CONSULTANT shall prepare, attend and conduct a Pre-Construction Conference with residents of the Oceanfront Neighborhood. The purpose of the meeting shall be to introduce the CONSULTANT and Contractor to the residents, as well as have the CONSULTANT present an overview of anticipated construction sequencing, conditions to be expected, and other issues that may be of concern to residents, as either addressed at the meeting or a pre-meeting with CITY, that is to be held to review the content of the presentation prior to the meeting.

#### Task 4.7 - Project Closeout

Upon receiving notice from the Contractor advising the CONSULTANT that the project is substantially complete, CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER Staff, shall schedule and conduct an overview of the project. The overview shall include CONSULTANT'S development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the Contractor. For the purposes of this provision, substantial completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. Substantial completion criteria shall be as specified by the CONSULTANT in its contract documents and shall also address the startup of warranties accordingly.

Upon notification from the Contractor that all remaining "punch list" items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished project. Based on successful completion of all outstanding work items by the Contractor, the CONSULTANT shall assist CITY, through the PROGRAM MANAGER, in closing out the construction contract. This shall include, but not be limited to, providing recommendations concerning acceptance of the project and preparing / collecting necessary documentation, including but not limited to, lien waivers, Contractor's final affidavit, close-out change orders, and processing of the final payment application.

Deliverables - Receive Contractor substantial completion notification.

- Coordinate and attend field meetings to review Substantial Completion.

Prepare and verify that punch lists are complete.

Certify Project completion to appropriate agencies.

Schedule - Ongoing throughout Program."

#### Task 4.8 - Post Project Services

The CONSULTANT shall assist the CITY, through the PROGRAM MANAGER, with the coordination of requested warranty work. This assistance shall be provided for the duration of the Project to a period not to exceed the final completion date and acceptance of the construction project.

In addition, the CONSULTANT shall coordinate with the Contractor as necessary to transfer record drawing markups, which the CONSULTANT shall update the corresponding CAD files for record purposes and certify the Project as complete, in accordance with all applicable jurisdictional permitting requirements.

- Deliverables Assist the CITY, through the PROGRAM MANAGER, with warranty work completion
  - Prepare electronic record drawings and certify Project as complete per applicable jurisdictional requirements
  - Submit five full size copies of final record drawings with applicable certifications of completion

#### Schedule

- Ongoing throughout Program

#### Task 5.6.1 - Design of "P3.2 Classified" Water Mains

CONSULTANT shall provide detailed design services for producing a set of Contract Documents (specifications and drawings) as needed for the construction of an estimated 5,500 linear feet of "P3.2" Water Mains required by Public Works within the Oceanfront Neighborhood, as detailed in the attached graphic. In this effort, the CONSULTANT shall be bound by the requirements stipulated in TASK 2 - DESIGN SERVICES as adopted via Resolution No. 2001-24384, on May 16, 2001, approving and authorizing the Mayor and City Clerk to execute an Agreement with EDAW, Inc., for Professional Services for the Oceanfront Neighborhood Streetscape and Utility Improvement Project. Note that the CITY and CONSULTANT have agreed to forgo submittal of a 30% design stage documents as described in Task 2.2 - Detailed Design. The additional water mains will be added to the construction project for Phase B of the Bid Package No. 6 - Oceanfront ROW Improvements. It is also understood that additional Construction Administration and Resident Project Representative services for the "P3.2" water mains will be addressed and negotiated as a separate Amendment to the Agreement.

Deliverables

60% design drawings and specifications

90% design drawings and specifications

100% design drawings and specifications

Schedule

Submit 60% documents within 60 working days after issuance of Notice to Proceed

Complete 90% documents within 85 working days after issuance of Notice to Proceed

Complete 100% documents within 100 working days after issuance of Notice to Proceed

#### Task 5.6.2 – Resident Project Representative

The CONSULTANT shall provide one qualified, full-time Resident Project Representative to provide an adequate quantity and quality of observation as required to reasonably verify that critical elements of the construction project are being complied with, and that the general intent of the Contract Documents is being met. In this effort, CONSULTANT's level of effort shall be based upon a period of up to six (6) man-months (1,040 man-hours) of field representation. Should this level of effort be exceeded or decreased, an equitable adjustment shall be made accordingly.

The CONSULTANT's field staff shall be on-site at all times when the Contractor is on the job, as practical. In addition, the CONSULTANT's level of effort is based upon the assumption that the Resident Project Representative shall monitor all Contractor work crews as specified by the CONSULTANT in the Contract Document construction sequencing requirements.

In general, the CONSULTANT's Resident Project Representative shall observe the construction of the work and:

- (a) Conduct on-site observations of the work in progress to assist in determining if the provisions of the Contract Documents and permit conditions are being fulfilled and to reasonably protect the CITY, through the PROGRAM MANAGER, against defects and deficiencies in the work of the Contractor. CONSULTANT shall report, to the CITY, through the PROGRAM MANAGER, in writing, whenever it is believed that work is unsatisfactory, faulty or defective and / or does not conform to the Contract Documents, does not meet the requirements of inspections, tests, or has been damaged prior to final payment.
- (b) CONSULTANT shall conduct on-site observations of the work in progress to determine if the Contract Documents and permit requirements are being complied with and to protect the CITY, through the PROGRAM MANAGER, against Contractor work defects and deficiencies. CONSULTANT shall advise the CITY, through the PROGRAM MANAGER, in writing, whenever work is determined to not conform to the Contract Documents. The CONSULTANT's observer shall attend all scheduled meeting with the Contractor.
- (c) Maintain a daily log of work performed. The daily notes shall include records of when the Contractor is on the job-site, weather conditions, change orders, or changed conditions, list of job site visitors, daily drilling and testing activities, observations in general, and specific observations in more detail as in the case of observing test procedures. Record, in writing, the outcome of these inspections. CONSULTANT shall identify any utilities damaged and verify that the Contractor(s) has notified the respective utility owner.
- (d) Verify that tests, equipment and systems start-up are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up.
- (e) Provide a photographic record of the construction, beginning with pre-construction documentation and completing with post-construction photographs. Photographs shall be digital snapshot type taken to define the progress of the project and shall be labeled as to date, location and view, electronically filed by month, and signed by the CONSULTANT.
- (f) Review materials and workmanship of the Project and report to CITY, through the PROGRAM MANAGER, any deviations from the Contract Documents that may come to the CONSULTANT's attention. Determine the acceptability of the work and materials and make recommendation to the CITY, through the PROGRAM MANAGER, to reject items not meeting the requirements of the contract documents.

- (g) Check Contractors' material certifications and samples, verifying that delivered materials match approved shop drawings.
- (h) Field observe critical points in the construction process.
- (i) Direct and supervise the sampling and testing of materials to be performed by independent testing laboratories under subcontract to the CITY. This task includes the receipt, review and processing of invoices from the independent testing laboratories for payment by the CITY.
- (j) CONSULTANT shall verify and sign off on all pay requisition quantities in the field. CONSULTANT shall develop a Field Measurement Form and utilize such form as verification of pay requisition items. In this effort the CONSULTANT shall advise the PROGRAM MANAGER of quantities being approved for concurrence.
- (k) Monitor that record drawing mark-ups are properly maintained by the Contractor.
- (I) The CONSULTANT's Resident Project Representative shall coordinate with their office staff as necessary to resolve / address all Requests for Information / Contract Document Clarifications / Field Orders and other such project related correspondence as may be forwarded by the Contractor, through the PROGRAM MANAGER.

Deliverables - Provide full time Resident Project Representation on the Project

Prepare Daily Construction Observation Forms and distribute to the PROGRAM MANAGER

Schedule - Ongoing throughout Project

# **RESOLUTION TO BE SUBMITTED**

	nse		

A resolution approving a process for receiving proposals regarding the Jackie Gleason Theater,

#### **Key Intended Outcome Supported:**

Increase community rating of cultural activities

#### Issue:

Should the City Commission approve a process for receiving proposals from AEG Live, Live Nation, and Cirque du Soleil?

Item Summary/Recommendation:

At the July 12, 2006. City Commission meeting, the City Commission directed the Administration to solicit proposals from AEG Live and Live Nation as possible alternatives for the future use and operation of the Jackie Gleason Theater. This process implements your July 12th directive. Since July 12<sup>th</sup>, the City Manager and staff have had several conversations with Cirque du Soleil, AEG Live and Live Nation, regarding the direction from the Commission. The three companies have provided initial proposals as of August 31st. However, all three proposers have raised questions regarding a process as to how their individual proposals will be evaluated and considered. The process identifies the specific entities the City would be contracting with; the proposed contractual relationships; the proposed form of agreement (i.e., long term lease, joint venture, management agreement, etc.); the income to the City, the expected contributions from the City (if any); the specific type(s) of live entertainment proposed; proposed capital improvements; pertinent and salient disclosures; and other related information. The process also limits communications to the principals of the aforestated entities and the City Manager, City Attorney, and pertinent staff. The process calls for "best and final" proposals as of September 29, 2006, followed by a series of public meetings, and culminating with scheduled consideration and discussion of the proposals by the City Commission at a Special Meeting to be held on October 18, 2006.

**Advisory Board Recommendation:** 

The Finance and Citywide Projects Committee discussed the item on August 17, 2006 and recommend approval.

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1			
	2			
	3		- Alleria -	
	4			
OBPI	Total			

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Tim Hemstreet, x6431

Sign-Offs:

Department Director	<b>♦ Assistant City Manager</b>	City Manager
	My	Ju V



AGENDA ITEM\_



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION APPROVING A PROPOSED PROCESS FOR RECEIVING

PROPOSALS FOR THE FUTURE USE AND OPERATION OF THE JACKIE

GLEASON THEATER OF THE PERFORMING ARTS.

#### ADMINISTRATION RECOMMENDATION

Adopt the resolution.

#### **ANALYSIS**

The City Commission, at its meeting on July 27, 2005, referred a discussion on a proposed development agreement and long term lease between the City and Cirque du Soleil (CDS) to operate the Jackie Gleason Theater as a permanent venue for a CDS show, to the Finance and Citywide Projects Committee. Negotiations with CDS commenced shortly after the September 1, 2005 Finance and Citywide Projects Committee Meeting, and have been ongoing for the past year. Most of the key agreement points have been determined and the term sheets for a Development Agreement and Lease are almost completed and ready for Commission consideration.

At the July 12, 2006, City Commission meeting, the City Commission directed the Administration to solicit proposals from AEG Live and Live Nation as possible alternatives for the future use and operation of the Jackie Gleason Theater. This memorandum is a followup to your July 12th directive - for the Administration to solicit proposals from AEG Live and Live Nation to operate the Jackie Gleason Theater.

Pursuant to your request, I asked staff on July 13th to develop a basic evaluation process for the additional two proposals. Its purpose is to identify the specific entities the City would be contracting with; the proposed contractual relationships; the proposed form of agreement (i.e., long term lease, joint venture, management agreement, etc.); the income to the City, the expected contributions from the City (if any); the specific type(s) of live entertainment proposed; proposed capital improvements; pertinent and salient disclosures; and other related information. The process also identifies a timeline within which proposals from AEG Live and Live Nation would be submitted, and also limits communications to the principals of the aforestated entities and the City Manager, City Attorney, and pertinent staff.

It should further be noted that the respective proposers have all requested an economic development exemption from public records disclosure, pursuant to Section 288.075, Florida Statutes. Based on this, it is likely that disclosure of documents pertinent to the parties/ proposals may also be restricted (by virtue of the statutory exemption).

Commission Memorandum – JGT Proposals September 6, 2006 Page 2

Since July 12<sup>th</sup>, staff and I have had several conversations with Cirque du Soleil, AEG Live and Live Nation, regarding the direction from the Commission. The three companies submitted initial proposals as of August 31<sup>st</sup>. However, all three proposers have raised questions regarding a process, and are seeking guidance from the City as to how their individual proposals will be evaluated and considered.

The Commission's sentiment essentially sought to create parallel tracks, allowing the continued discussions with CDS and, at the same time, the exploration of viable alternatives. Further, the intent was not to adversely delay the ongoing process with CDS, but to allow AEG Live and Live Nation an opportunity to expeditiously provide the City with proposals for the City's consideration. As you are aware, staff and I have already had several negotiating sessions with Cirque du Soleil. Since the July 12, 2006 Commission meeting staff and I have also met with Live Nation on more than one occasion and have received preliminary proposal parameters to be worked through. At this point, we have also met with the local representative for AEG Live, received their initial proposal, and have scheduled a negotiating session for mid-September.

In addition, the Finance and Citywide Projects Committee discussed a process and proposed guidelines for reviewing proposals for the operation of the Jackie Gleason Theater at its meeting of August 17, 2006. The process and guidelines for the proposers incorporate the comments of the Committee.

In order to accomplish the Commission's directives in a fair, appropriate and expeditious manner I am recommending that the opportunity being afforded to AEG Live and Live Nation be guided by the following parameters:

- 1. A mandatory Initial proposal and Term Sheet elements no later than August 31, 2006. This proposal would include the specific entities the City would be contracting with; the proposed contractual relationships; the proposed form of agreement (i.e., long term lease, joint venture, management agreement, etc.); the income to the City, the expected contributions from the City (if any); the specific type(s) of live entertainment proposed; proposed capital improvements; pertinent and salient disclosures; and other related information.
- Scheduled discussion/negotiation session(s) with staff and appropriate company representatives. Including all necessary financial disclosure the City would require as part of our conducting due diligence.
- 3. Completed "Best and Final" proposals submitted to the City by September 29, 2006.
- 4. A series of public meetings would be scheduled between September 29, 2006 and October 17, 2006 to gain input from the public as to sentiments regarding its potential future operations and operator.
- 5. The City will require a Proposal Guaranty to be submitted with the final Term Sheet proposal, in the form of an Unconditional Letter of Credit, in the amount of one hundred thousand dollars (\$100,000). The City will return said Unconditional Letter of Credit to the unsuccessful proposer(s) within five (5) days after the decision by the Mayor and City Commission. The successful proposer's, (if any) Unconditional Letter of Credit will be returned upon completion of negotiations and contract execution.

Commission Memorandum – JGT Proposals September 6, 2006 Page 3

- 6. The City Commission impose a modified "Cone of Silence" which would have proposers acknowledge and agree that any communications, whether verbal or written, between the respective proposer(s) and the City, from the date of issuance of these Guidelines, until such time as the City Manager has made his written recommendation to the City Commission, or, in the alternative, a designated City Commission Committee, shall be limited to communications with the City Manager, City Attorney, and their designated staff.
- 7. The City Commission would schedule a Special Commission Meeting on the alternate meeting date of October 18, 2006 to select a future operator.

I have attached the proposed Guidelines as well as a copy of the proposed modified "Cone of Silence", for your review and discussion. If the process is acceptable to the Commission, I will communicate the Guidelines to the potential proposers as soon as possible. Assuming that the schedule will remain as outlined, my intention is to follow-up with the City Commission in October, with my findings and recommendations on each proposal.

JMG/TH
Attachments
T:\AGENDA\2006\sep0606\Regular\JGT Discussion Item.doc

<b>RESOLUT</b>	ION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE PROCESS AND GUIDELINES FOR SUBMISSION AND RECEIPT OF "BEST AND FINAL" PROPOSALS FOR THE FUTURE USE AND OPERATION OF THE JACKIE GLEASON THEATER OF BY 1) AEG LIVE, AND 2) LIVE THE PERFORMING ARTS NATION, IN ADDITION TO THE PROPOSAL TO BE SUBMITTED BY. AND WHICH THE CITY HAS BEEN PREVIOUSLY NEGOTIATING WITH, CIRQUE DU SOLEIL; AND PROVIDING FURTHER THAT, EFFECTIVE SEPTEMBER 6, 2006, THE MAYOR AND CITY COMMISSION, AND THEIR RESPECTIVE STAFFS, AND THE AFORESTATED TWO (2) PROPOSERS, AEG LIVE AND LIVE NATION, AND (ADDITIONALLY) CIRQUE DU SOLEIL, VOLUNTARILY AGREE TO BE BOUND BY A MODIFIED "CONE OF SILENCE" (AS SET FORTH IN THE ATTACHED GUIDELINES), SAID VOLUNTARY "CONE" TO REMAIN IN EFFECT UNTIL SUCH TIME AS THE CITY MANAGER MAKES HIS RECOMMENDATION TO THE CITY COMMISSION WITH REGARD TO SELECTION OF ONE (OR MORE) OF THE AFORESTATED PROPOSALS, AND SAID RECOMMENDATION IS ACCEPTED BY THE CITY COMMISSION.

WHEREAS, the City Commission, at its meeting on July 27, 2005, referred a discussion on a proposed development agreement and long term lease between the City and Cirque du Soleil (CDS) to operate the Jackie Gleason Theater of the Performing Arts, as a permanent venue for a CDS show, to the Finance and Citywide Projects Committee; and

WHEREAS, negotiations with CDS commenced shortly after the September 1, 2005 Finance and Citywide Projects Committee Meeting, and have been ongoing for the past year; and

WHEREAS, at the July 12, 2006, City Commission meeting, the City Commission directed the Administration to solicit proposals from two (2) other firms, AEG Live and Live Nation, which (in addition to CDS) had also expressed interest in initiating discussions with the City, as possible alternatives for the future use and operation of the Jackie Gleason Theater; and

WHEREAS, all three proposers have raised questions regarding a process, and are seeking guidance from the City as to how their individual proposals will be evaluated and considered (as the City has not issued a formal request for competitive bidding with regard to the use and operation of the Jackie Gleason Theater); and

WHEREAS, at its meeting of August 17, 2006, the Finance and Citywide Projects Committee discussed a process and proposed guidelines for reviewing the aforestated proposals for the operation of the Jackie Gleason Theater; and

WHEREAS, during the Committee meeting, the City Manager reported that, as discussions between the City Administration and CDS have been ongoing for nearly a year, the parties are close to finalizing a "best and final proposal"; what was specifically required was a process and guidelines for submission of the expected proposals from AEG Live and Live Nation; and

WHEREAS, the City Manager further stated that, in order to assure that the ongoing process with regard to consideration of a future operator for JGT continues to remain within the City Administration's estimated timeline for selection and negotiation of a final agreement, the following recommendations should be considered: 1) establish a process and guidelines for submittal of "best and final" offers from the two (2) new interested entities, AEG Live and Live Nation (including minimum guidelines relative to the terms/items that should be included in their respective proposals); 2) establish a deadline for submittal of "best and final" proposals - applicable not only to AEG Live and Live Nation, but also to CDS; and 3) establish a modified "Cone of Silence" process applicable to the Mayor and City Commission and their respective staffs, and the aforestated three (3) entities; and

WHEREAS, the Committee accepted the City Manager's proposed recommendations with regard to the aforestated process and guidelines, as amended; accordingly, the City Manager would request that the Mayor and City Commission hereby adopt and approve the subject process, as set forth in the attached Exhibits "A" and "B" hereto; and

WHEREAS, the proposed process and guidelines are not intended by the City to constitute a formal competitive bidding process and, ultimately, the selection of an operator for the Jackie Gleason Theater, notwithstanding the intended process, would still require a formal waiver, by 5/7<sup>th</sup>s vote of the City Commission, of the competitive bidding requirement; and

WHEREAS, in accordance with the proposed process/guidelines, initial proposals and Term Sheets were to be submitted to the City Manager by the three proposers on August 31, 2006; and

WHEREAS, completed "Best and Final" proposals and Term Sheets are intended to be submitted to the City Manager by September 29, 2006; and

WHEREAS, a series of public meetings are planned between September 29, 2006, and October 17, 2006, to gain input from the public as to sentiments regarding the Jackie Gleason Theater's potential future use and operator.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the process and guidelines, as set forth in Exhibits "A" and "B" attached hereto, for submission and receipt of "best and final" proposals for the future use and operation of the Jackie Gleason Theater of the Performing Arts by 1) AEG Live, and 2) Live Nation, in addition to the proposal to be submitted by, and which the City has been previously negotiating with, Cirque du Soleil; and providing further that, effective September 6, 2006, the Mayor and City Commission, and their respective staffs, and the aforestated two (2) proposers, AEG Live and Live Nation, and (additionally) Cirque du Soleil, voluntarily agree to be bound by a modified "Cone of Silence" (as set forth in Exhibit "B" of the attached guidelines), said voluntary "Cone" to remain in effect until such time as the City Manager makes his recommendation to the City Commission with regard to selection of one (or more) of the aforestated proposals, and said recommendation is accepted by the City Commission.

PASSED and ADOPTED this	day of
ATTEST:	
CITY CLERK	MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

<u>)</u> Da

#### **EXHIBIT "A"**

Jackie Gleason Theater of the Performing Arts (TOPA) – Guidelines for Submittal of Proposals from AEG Live and Live Nation

Proposals submitted by AEG Live and Live Nation (also referred to herein individually as the "proposer", or collectively as the "proposers") shall be sent to the City Manager.

Initial Term Sheet proposals are due to the City Manager by 5:00 PM on Thursday, August 31, 2006.

It is anticipated that subsequent meetings will occur between designated City staff and the respective representatives of AEG Live and Live Nation to discuss the contents of the initial Term Sheet proposals. These meetings are intended to be negotiating sessions that will lead up to a final Term Sheet proposal to the City.

Final Term Sheet proposals are due to the City Manager by 5:00 PM on Friday, September 29, 2006.

The City acknowledges that AEG Live or Live Nation may make written request for exemption of certain submitted documents from Florida Public Records Law, including without limitation, records which contain or would provide information concerning plans, intentions, or interests of a private corporation, partnership, or person to locate, relocate, or expand any of its business activities in Florida, as provided in Section 288.075 (2), Florida Statutes.

Notwithstanding the preceeding paragraph, it should be clearly understood by AEG Live and Live Nation that any requested exemptions that may be available under Florida Law, shall terminate upon public disclosure of the exempted material (i.e. including, without limitation, discussion and/or consideration of the respective proposals by the City at a duly noticed public meeting). In the event of such disclosure, or of any other permitted disclosures, as provided in F.S. 288.075(2), AEG Live and Live Nation hereby agree and acknowledge that the City shall have no liability with regard to same.

#### **General Guidelines**

The following is generally considered essential information in order to evaluate the economic and business terms being offered to the City and should be incorporated in the initial Term Sheet submitted and/or should be considered when developing the initial Term Sheet:

- Parties the Term Sheet should identify who is making the proposal, including whether or not this is a joint-venture offer, and should also include disclosure of material interests in the ownership and/or operation of the proposer.
- Project the proposer's concept and proposed use(s) for the TOPA venue should be clearly identified

- Project Costs and Funding the costs of the proposed project to the City should be clearly defined. If there are shared costs proposed, then the full cost should be disclosed as well as the proposed breakout between the City and the proposer. Regardless of the funding party, the scope and projected cost of any proposed capital improvements to the TOPA venue should be identified. The expected revenue sources for the project should be identified.
- Compensation to City the type, form, and amount of compensation to the City, if any, should be clearly identified. Any special terms, exclusions or exemptions or special qualifications should be clearly identified.
- Form of Agreement and Proposed Term the type of agreement and/or agreements and the proposed term(s), including any proposed renewals, should be identified.
- Rights to Terminate Agreement any expected rights to terminate the agreement(s) prior to the end of the expected term(s) should be clearly identified. Such rights would include timeframes in the event of breach or termination for convenience.
- Schedule/timeline the length of time it will take to implement the agreement(s), the projected date of turnover, etc. should be clearly identified.
- Corporate Guaranty the City will require a corporate guaranty. Any limits and/or exclusions to this requirement should be delineated.
- Social and Community Benefits Any proposed benefits to the community should be clearly delineated.
- Operations, Maintenance, and Insurance the proposed responsibilities and who performs these obligations should be delineated.
- Any other material items or issues that the proposer deems critical to the success of the proposed project should be included.
- Proposal Guaranty the City will require a Proposal Guaranty to be submitted with the final Term Sheet proposal, in the form of an Unconditional Letter of Credit, in the amount of one hundred thousand dollars (\$100,000). The City will return said Unconditional Letter of Credit to the unsuccessful proposer(s) within five (5) days after the decision by the Mayor and City Commission. The successful proposer's, (if any) Unconditional Letter of Credit will be returned upon completion of negotiations and contract execution.

 Notwithstanding these Guidelines, the City reserves the right to consider additional information not specifically identified herein in order to make its determination as to selection of a proposal (if any).

#### **EXHIBIT "B"**

Modified "Cone of Silence" Procedures Applicable to Submittal of "Best and Final" Proposals and Term Sheets by 1) Cirque du Soleil; 2) AEG Live; and 3) Live Nation

Effective September 6, 2006, and terminating at such time as the City Manager makes his written recommendation as to the selection of a proposal for the future use and operation of the Jackie Gleason Theater of the Performing Arts (TOPA), and said recommendation is accepted by the Mayor and City Commission, the following modified "Cone of Silence" procedures shall be imposed:

- 1) The following communications shall be prohibited:
  - (a) Any communication regarding a proposal (whether initial and/or "best and final") for the future use and operation of the Jackie Gleason Theater of the Performing Arts between
    - (i) Cirque du Soleil (CDS)
    - (ii) AEG Live
    - (iii) Live Nation

and/or their respective officers, employees, consultants, lobbyists, and/or other agents,

and

the Mayor, City Commissioners, or their respective staffs.

- (b) Any communication regarding a proposal (whether initial and/or "best and final") for the future use and operation of the Jackie Gleason Theater of the Performing Arts between
  - (i) Cirque du Soleil
  - (ii) AEG Live
  - (iii) Live Nation

and/or their respective officers, employees, consultants, lobbyists, and/or other agents,

and

any member of a City agency, board, and/or committee (whether permanent or ad hoc) that may be directed by the City Commission and/or the City Manager to review and/or otherwise make a finding(s) and/or recommendation(s) as to one or all of

**Condensed Title:** 

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the Fraternal Order of Police (FOP).

**Key Intended Outcome Supported:** 

Attract and maintain a quality workforce.

Issue:

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and the Fraternal Order of Police?

Item Summary/Recommendation:

This Resolution will provide FOP Employees with an across the board cost-of-living increase of 6% for the first pay period ending in October 2006; 5% or the first pay period ending in October 2007; and 4% for the first pay period ending in October 2006, and will include the same increases to the minimum and maximum of the salary ranges. The maximum amount of vacation that can be accrued will be increased by 40 hours, and paid out at the time of termination. Additionally, there will be increases to the hourly shift differential of .30/hour for the afternoon shift, and .25/hour for the midnight shift. A new shift (4th shift) will be created from 8:00 pm to 6:00 am with a \$1 dollar/hour shift differential for the South District. The uniform cleaning allowance will be increased from \$50/month to \$60/month for uniformed officers and from \$75/month to \$85/month for plain clothed officers. The formula used for the City contribution to the Health Trust will be amended to allow a refund to the City in the event the Health Trust over projects actual costs; the sick leave sell back program (up to 50 hours) will be reinstituted for the contract term; the quality of life program will continue for the contract term; the 12 Broward officers currently without take home cars will be afforded a car and no additional take home cars will be provided to any new officers residing in Palm Beach as the five remaining Palm Beach officers leave; and the contract language will be changed to more equally distribute special event overtime.

**Advisory Board Recommendation:** 

N/A

**Financial Information:** 

Source of		Amount	Account	Approved
Funds:	1.00	\$3,312,758.00	COLA - Police Department	
	2	\$194,110.00	Shift Differential increase	
	3	\$124,800.00	New shift creation	
	4	\$131,760.00	Uniform cleaning allowance increase	
OBPI	Total	\$3,763,428.00		

City Clerk's Office Legislative Tracking:

Linda Gonzalez, Labor Relations

Sign-Offs:		
Department Director	Assistant City Manager	City Manager
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AGENDA ITEM RTK
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA TO RATIFY A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

#### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution

#### **BACKGROUND:**

On February 3, 2006, the City of Miami Beach and the Fraternal Order of Police (FOP) held the first negotiation session to collectively bargain a new contract. The Administration received direction from the City Commission on the proposals made by both sides through an Executive Session held on April 11, 2006 and May 10, 2006. The Administration's goals in completing the new contract included: (1) Ensuring fiscal responsibility; (2) Maintaining the ability to recruit the most qualified officers in our workforce; and (3) Retaining our current officers by remaining at the top or near the top in every pay and benefit category and having a contract that is considered equitable by both the Administration and the FOP.

To ensure our goals were met, the Administration met with the Budget Advisory Committee (BAC) on May 23, 2006 and discussed the contract proposals. Through the Request for Proposals process, the City also contracted with Maximus Inc. to conduct a Police Department operational staffing and optimization model report. The study consisted of an analysis of the current staffing and assignment levels of the Police Department, including patrol, investigations, and special detail assignments. The recommendations from this study were incorporated into the negotiation process. In addition, the City conducted a detailed salary and benefits survey of eight (8) surrounding municipalities which provided a benchmark for negotiations and confirmed that the City of Miami Beach FOP contract was already currently one of the best available.

After five negotiation sessions, negotiators for the City of Miami Beach and the Fraternal Order of Police (FOP) successfully concluded negotiations for a three year collective bargaining agreement. This is the first time in recent history that FOP contract negotiations have been completed prior to the expiration date of the previous contract. Therefore, all

employees in the bargaining unit will receive their cost of living increases immediately as outlined in the new contract, and without the need to make retroactive pay adjustments. The early contract completion allows a seamless transition between the old and new contract, enhances employee morale, and accentuates the City's strong commitment to positive labor relations.

The FOP membership reviewed the proposed Agreement from July 12, 2006 through July 14, 2006, and ratified the contract with a vote of two hundred forty-two (242) in favor and thirty-four (34) opposed. (Eighty-seven percent (87%) of the voting members were in favor of the proposed Agreement).

While negotiators for the City and the Union were obliged to represent the best interest of their respective "clients," the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement.

#### Wages

#### 1. Cost of Living Adjustment (COLA)

The term of the Agreement will extend for three (3) years from October 1, 2006 through September 30, 2009. Consistent with the current consumer price index, (CPI), effective with the first payroll period ending in October 2006, bargaining unit employees will receive a six percent (6%) salary increase. In addition, effective with the first payroll period ending in October 2007, bargaining unit employees will receive a five percent (5%) salary increase. Finally, effective with the first payroll period ending in October 2008, bargaining unit employees will receive a four (4%) salary increase. The minimum and maximum of the salary range for each position in the FOP will be adjusted accordingly each year of the contract. (The contract cost for the three year COLA is approximately \$3,312,758).

#### 2. SHIFT DIFFERENTIAL

Effective with the first year of this agreement, the shift differential for hours worked between 3:00 p.m. and 11:00 p.m. will increase from forty-five cents (\$.45) per hour to seventy-five cents (\$.75) per hour. The shift differential for hours worked between 11:00 p.m. and 7:00 a.m. will increase from fifty-two (\$.75) cents per hour to one dollar (\$1.00) per hour. (The contract cost for shift differential for the three year contract isapproximately \$194,110).

#### 3. NEW SHIFT CREATION

An additional fourth (4<sup>th</sup>) shift will be added, as an overlay patrol shift for the South District on Thursdays, Fridays, Saturdays and Sundays from 8:00 pm to 6:00 am. This additional shift will enhance police presence and maximize high quality service to the public by providing this additional and necessary staffing for the busy South District during peak activity and calls for service time. Bike patrol is effective to handle the calls in these areas where it is more difficult to respond via a patrol car.

A shift differential for the new shift of one dollar (\$1.00) per hour is part of the new shift creation. (The contract cost for shift differential for the three year contract is approximately \$124,800).

#### 4. UNIFORM CLEANING ALLOWANCE

The current uniform cleaning will be increased from \$50/month to \$60/month for all uniformed bargaining unit members. The uniform cleaning allowance will be increased from

\$75/month to \$85/month for those sworn employees assigned to work in civilian clothes. (The contract cost for the increase in the uniform cleaning allowance for the three year contract is approximately \$131,760).

#### **WAGES SUMMARY**

Based on current active employees, the estimated additional cost of the new contract is approximately \$1,412,066 for Fiscal Year 2006/2007; approximately \$1,264,851 for Fiscal Year 2007/2008; and approximately \$1,086,511 for Fiscal Year 2008/2009. The total three year contract cost is approximately \$3,763,428.

#### **Other Economic and Contractual Agreements**

# 1. AMEND THE FORMULA USED FOR CALCULATING THE CITY'S CONTRIBUTION TO THE HEALTH TRUST ALLOWING FOR A REFUND TO THE CITY IN THE EVENT OF AN OVERPROJECTED INCREASE

Currently, the amount paid to the Health Trust (Trust), is based on the Trust's projected cost increase, and is capped by the straight line average increase to the City's five (5) health insurance plans. The new contract adds a provision that requires a refund from the Trust to the City in the event the actual cost increase of the Trust is less than the projected increase. In all cases, the cap on the increase to the Trust from the City remains the same.

#### 2. SICK LEAVE SELL BACK PROGRAM

During the term of this contract, the City will re-institute a sick leave sell back program. The purpose of the program is to provide an incentive for Police Officers to use less sick leave time, increase the "show-up rate" thereby decreasing the need for overtime during staffing shortages, and reduces the amount of overtime paid due to sick call outs. In addition, since employees are selling back their sick time throughout the term of the contract instead of at the end of their employment (when the sick time is at its highest value), the overall cost is reduced.

The sick leave sell back program would allow the sell back of up to fifty (50) hours each year, as long as the employee retains a minimum of 360 combined sick and vacation leave and meets other necessary requirements as outlined in the program. The maximum number of sick leave hours that may be sold back on each sell back date shall be reduced by one hour for each hour of sick leave the employee used during the applicable annual sell back period (e.g., if an employee uses 10 hours of sick time he is only eligible to sell back forty (40) hours).

#### 3. VACATION CAP

There will be an addition of 40 vacation hours that can be accrued and paid out at the time of termination. Currently, the maximum vacation payout at time of separation is 580 hours. The new contract increases the maximum payout to 620 hours.

#### 4. QUALITY OF LIFE PROGRAM

The quality of life program will continue for the course of the contract. The goal of the program is to improve the quality of life for our residents by training our Police Officers through a certification program which will include training on community policing, code compliance enforcement and homeless issues. The program may be continued at the discretion of the Manager at the end of the contract term.

#### 5. TAKE HOME CARS

Under the terms of the current contract, there are twelve (12) officers residing in Broward County who are not afforded take home cars. Under the new contract, thesetwelve (12) officers would be eligible for a take home car and going forward, a number of vehicles (to be determined by the Police Chief and the FOP and approved by the Manager) will be allocated for Broward County. The take home car program is an important benefit that allows the City to remain competitive in its hiring efforts while also assuring accountability for the upkeep of the police vehicles. In addition, as any of the five (5) current Police Officers with take home vehicles in Palm Beach County leave the City, no cars will be assigned to new Police Officers residing in Palm Beach County.

#### 6. SPECIAL EVENT OVERTIME

In order to more equally distribute the overtime associated with Special Events, the contract language will be changed to distribute overtime Department wide, not necessarily restricting overtime to the patrol division only.

#### **CONCLUSION:**

The negotiated contract ensures that the City will meet its goals of continuing fiscal responsibility, hiring and retention of the best officers, maintaining the best pay and benefits available, while providing for an equitable contract for both the City and the FOP members. The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and Fraternal Order of Police (FOP) for the period covering October 1, 2006 through September 30, 2009.

JMG\RIV

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#### RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE FRATERNAL ORDER OF POLICE, FOR THE PERIOD FROM OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2009, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida, and the Fraternal Order of Police, (FOP), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said Agreement; and

WHEREAS, the previous Labor Agreement was for a three year period from October 1, 2003, through September 30, 2006; and

WHEREAS, the FOP bargaining unit has ratified the attached Labor Agreement, and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the FOP Union.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and the FOP for the period covering October 1, 2006, through September 30, 2009, is hereby ratified and the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this day of	, 2006.	
ATTEST:		
CITY CLERK	MAYOR	Commence of the Commence of th

### **AGREEMENT**

# **BETWEEN**

# CITY OF MIAMI BEACH, FLORIDA

# and

# MIAMI BEACH FRATERNAL ORDER OF POLICE WILLIAM NICHOLS LODGE NO. 8

**Period Covered** 

October 1, 2006 through September 30, 2009

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#### **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2006, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

#### **PREAMBLE**

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department: and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

# ARTICLE 1 RECOGNITION

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of

wages, hours, and other terms and conditions of employment for employees in the following

classifications in the Police Department (hereafter "employees"):

Trainees

Police Officers

Sergeants

Lieutenants

**Detention Officers** 

All other employees in other existing classifications are specially excluded.

#### **ARTICLE 2**

#### **DEDUCTION OF DUES**

**Section 2.1. Checkoff**. Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of checkoffs by four (4) and multiplying the product by seven cents (\$0.07). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established checkoff list.

**Section 2.2.** Legal Services Trust Fund. If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

**Section 2.3. Indemnification**. The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of

any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

#### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE**

**Section 3.1. Definition of Grievance and Time Limit for Filing**. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within fifteen (15) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within fifteen (15) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

**Section 3.2. Grievance Procedure**. The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

- Step 1: The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.
- Step 2: If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Chief of Police (Chief) or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Chief shall FOP 5

discuss the grievance within five (5) workdays with the employee and the FOP grievance committee at a time designated by the Chief. If no settlement is reached, the Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his designee for Labor Relations within ten (10) workdays after the City's answer in Step 2. A meeting between the City Manager or his designee, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within ten (10) workdays. If no settlement is reached, the City Manager shall give City's written answer to the employee and the FOP grievance committee within ten (10) workdays following the meeting.

**Section 3.3. Binding Arbitration**. If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf, may refer the grievance to binding arbitration within ten (10) workdays after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) workday period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the City strikes shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.

**Section 3.4. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

**Section 3.5. Expenses of Arbitration.** The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

**Section 3.6. Processing Grievances**. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

**Section 3.7. Election of Remedies.** Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

**Section 3.8 Probationary Period.** Nothing herein shall in any way affect the discretion presently accorded the Chief of Police with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

**Section 3.9 FOP Grievance Committee.** The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on this committee and of any changes in the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

**Section 3.10** Waiver of Time Limitations or Steps. The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

## NO STRIKE AND NO LOCKOUT

**Section 4.1. No Strike.** The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

**Section 4.2. No Lockout.** The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

## **MANAGEMENT RIGHTS**

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than thirty-eight (38) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit members fails. Any Reserve Police Officer who is called to work an off-duty job will do it without remuneration.

## **POLICE EQUIPMENT**

The City agrees to continue the current policy of issuing equipment which includes shirts, pants, footwear, leather, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates. Additionally, the City will supply an initial issue whistle to all patrol officers. Replacement of whistles shall be at the officer's expense. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of \$550.00, when needed.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

#### **HOURS OF WORK AND OVERTIME**

**Section 7.1. Purpose.** This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**Section 7.2. Normal Workweek.** The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may from time to time be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 3 below, the City shall retain its right to establish and modify normal work schedules.

Section 7.3. Four-Day Workweek. The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to thirty-two (32) weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for thirty-two (32) weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty. Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis.

**Section 7.4.** Weekly Overtime. For all hours worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay. The current policy for calculating hours worked will remain in effect.

# <u>Section 7.5.</u> <u>Distribution of Overtime Opportunity.</u>

- A. Overtime is recognized as being of three (3) general types within the Police Department:
  - Carry-over Overtime Overtime for work carried over from an employee's regular
    duty assignment (e.g., uniform officer on arrest; detectives' on-going
    investigations). "Carry-over Overtime" shall not be subject to equal distribution
    rules.
  - Staffing Overtime Overtime due to staffing needs. Staffing Overtime shall be
    distributed on a rotating basis, as equally as practicably possible, among
    employees in the particular work unit who are qualified to perform the particular
    overtime work, by departmental seniority.

Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

- 3. <u>Special Event Overtime</u> Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among all sworn employees in the Department who are qualified to perform the particular overtime work, by departmental seniority.
- Records for Staffing Overtime will be maintained at the Platoon or work section level.
   Records for Special Event Overtime will be maintained at the Department level.
- C. Pay for overtime work will be paid no later than the second pay period in the month following the month in which the overtime is worked.

**Section 7.6. No Pyramiding**. Compensation shall not be paid more than once for the same hours.

#### **WAGES AND FRINGE BENEFITS**

**Section 8.1.** Wages. Effective with the first pay period ending in October of 2006, there shall be an across-the-board wage increase of six percent (6%). In order to obtain any retroactive wage increase, bargaining unit members must be employed with the City on the ratification date of the 2006-2009 collective bargaining agreement.

Effective with the first pay period ending in October of 2007, there shall be an across-the-board wage increase of five percent (5%).

Effective with the first pay period ending in October of 2008, there shall be an across-the-board wage increase of four percent (4%).

**Section 8.2. Police Vehicle Policy.** In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Purchase Orders for the purchase of the vehicles for the take-home program shall be issued within 60 days after the receipt of the State of Florida contracted bid prices (estimated in January of each year). Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given to all eligible personnel by Departmental seniority.

It is agreed and understood that all appropriations and commitments by the Police Department as of November 16, 1994, will have first priority for the expenditure of such Confiscated Funds. After funding has been allocated for such appropriations and commitments, excess funds will be allocated in a 60%/40% ratio with sixty percent (60%) dedicated to the needs of the Police Department as

determined by the Chief of Police and the remaining forty percent (40%) being allocated for the purchase of the vehicles for the take-home program. Such allocations from the Police Confiscated Fund for the take-home program shall be modified after all such initial purchases have been completed. This paragraph shall become null and void upon purchase of the remaining vehicles to be purchased in the take home vehicle program.

The monthly confiscated fund report shall be sent to the FOP President each month.

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee for each biweekly period in which they have a car assigned to them. The fee shall be based on the location of their primary residence as shown below:

LOCATION	BI-WEEKLY FEE	
Miami Beach	-0-	
Dade County (other than Miami Beach	\$25.00	
Broward County	\$30.00	
Palm Beach County (as limited below)	\$45.00 or \$75.00	

The take-home vehicle program shall be available to any sworn officer who was hired before the ratification date of 2000-2003 Agreement who resides in Miami-Dade or Broward County. Except as stated in this section, the take-home vehicle program shall not be available to any sworn officer who is hired on or after the ratification date of the 2000-2003 Agreement (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County.

As of April, 2006, there were ninety-eight (98) cars allocated in the take home vehicle program for Broward County. The twelve (12) presently employed officers who reside in Broward County but who do not have a take-home vehicle under the terms of the 2003-2006 collective bargaining agreement will be eligible for a take home car effective October 1, 2006. Going forward (after October 1, 2006), a number of vehicles to be determined by the mutual agreement of the Police Chief and the FOP will be allocated for Broward County.

The five (5) police officers currently residing in Palm Beach County will be allowed to retain their take home cars and will continue to pay at their current rates (i.e., the \$45.00 or \$75.00 that applied to each of them respectively per the terms of the 2003-2006 Agreement) for their vehicles. When each one of these five (5) employees separate from City employment, the number of Palm Beach cars will be reduced as each employee leaves. Whenever one (1) of the five (5) Palm Beach County cars are eliminated, the number of Broward County take home cars will be increased by that same number.

Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

# Section 8.3. Compensation Plan.

## A Entry Level Pay - Hired on or after October 1, 1997

## 1) Police Officer

- a) Non-Certified Hire A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.
- b) Non-Florida Certified Hire Academy Required A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the

bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

- c) Certified Hire with less than one (1) year of experience A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.
- d) Certified Hire with or greater than one (1) year but less than three (3) years of experience A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.
- e) Certified Hire with or greater than three (3) years of experience A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

## 2) Detention Officer

A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

**State Certification Re-examination** - In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event

the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

**Section 8.4. Merit and Longevity Increases.** All merit and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A merit increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Section 8.5. Shift Differential. At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting approximately 11:00 p.m.; a second shift (also called "Day Shift") starting approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting approximately 3:00 p.m. For all work by the third shift performed after 3:00 p.m., effective October 1, 2006, the a shift differential pay of forty-five cents (\$.45) per hour shall be increased to seventy-five cents (\$.75) per hour, which shall be added to the employee's hourly rate; and effective October 1, 2006, for all work by the first shift performed after 11:00 p.m., the shift differential pay of seventy-five cents (\$.75) per hour shall be increased to one dollar (\$1.00) per hour, which shall be added to the employee's hourly rate. A new overlap/swing shift will be created that will cover the hours of approximately 8:00 p.m. until 6:00 a.m. Effective October 1, 2006, the shift differential pay for the hours worked during that overlap/swing shift shall be one dollar (\$1.00) per hour, which shall be added to the employee's hourly rate.

If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the above formula based on the time period in which a majority of hours are worked by the employee. Thus, if a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m. hours, effective October 1, 2006, shall be changed to seventy-five cents (\$.75) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours, effective October 1, 2006 shall be changed to one dollar (\$1.00) per hour.

**Section 8.6. Holidays**. Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose day off falls on a holiday shall be given another day off if they work on that holiday.

# The following holidays shall be recognized as follows:

<u>Holidays</u>	Recognized Date
New Years Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

**Section 8.7.** Vacation Benefits. Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue. Amounts accrued prior to January 1, 1975 shall remain status quo.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

**Section 8.8.** Sick and Vacation Leave Accrual and Payment on Termination. The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978. Effective October 1, 1978, all new employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 500 hours effective October 1, 2006, and, except in accordance

with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of, no more than 620 hours (effective October 1, 2006) vacation leave and one half (½) of sick leave to a maximum of 600 hours.

- 1. A post October 1, 1978 employee who retires between the ratification date and on or before September 30, 2001, shall be entitled to termination payout of one-half (½) of his/her accrued sick leave up to a maximum payout of 480 hours.
- 2. A post 1978 employee who retires on or after October 1, 2001, shall be entitled to a termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of 600 hours.
- 3. An annual sick leave sell back program (payable on a dollar for dollar basis) will be established and implemented as stated in this section. The annual sick leave "sell back period" shall cover each of the following fiscal years: October 1, 2005 through September 30, 2006; October 1, 2006 through September 30, 2007; October 1, 2007 through September 30, 2008; and October 1, 2008 through September 30, 2009. The payments for each annual sick leave sell back period will be made in the last pay period in November after the close of the applicable sell back period. The sick leave sell back program shall terminate at the end of the fourth annual sell-back period in 2009 (i.e., after the last payment in November of 2009). The sick leave sell back program will allow a qualified employee to sell back up to a maximum of 50 hours of sick leave at the end of each sell back period (i.e., the "sell back date" shall be September 30 of each fiscal year sell back period). However, the maximum number of sick leave hours that may be sold back on each sell back date shall be reduced by one hour for each hour of sick leave the employee used during the applicable annual sell back period (e.g., if an employee uses 10 hours of sick time he is only eligible to sell back forty (40) hours). In order to qualify for the sick leave sell back program, the

employee must: (1) have been employed by the City throughout the entire sick leave sell back period being measured (i.e., the hire date must be more than 12 months before the applicable sell back date), and (2) the employee must maintain at least 360 hours of combined accumulated accrual of sick and vacation leave after each sell back date (i.e., the sick leave hours sold back as part of this program cannot drop the employee below the combined total of 360 hours of accrued sick and vacation leave).

**Section 8.9. Bereavement.** When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic partner as defined in the Domestic Partner Leave Ordinance of an employee), he or she shall be allowed two (2) days off for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted at the discretion of the Chief of the Police Department, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Chief.

**Section 8.10. Court Time Compensation.** Effective October 1, 2004, for attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

- (a) During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of his/her shift or ends within one (1) hour after the end of his/her shift, a minimum of two (2) hours per day shall be guaranteed.
- (b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of three hours (or two hours if the initial two-hour minimum was in effect).

- (c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of five hours (or four hours if the initial two-hour minimum was in effect).
- (d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

**Section 8.11. Out-of-Classification Pay**. When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of one dollar (\$1.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification.

**Section 8.12. Standby Pay.** When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

**Section 8.13.** Call-In Pay. An employee who is called in to work outside of his normal tour of duty will be paid a minimum of two (2) hours' compensation at a rate of time and one-half the regular hourly rate, except when contiguous to the employee's regular schedule.

**Section 8.14.** Sunglasses and Prescription Glasses. The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of sixty (\$60.00) dollars per employee in a twelve (12) month period, when

they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

**Section 8.15.** Field Training Officer. When an employee who has completed the field training officer program is assigned to on-duty training of a trainee or new police officer, the field training officer will receive an additional \$1.00 per hour for each hour(s) he is assigned to train.

**Section 8.16. Injury Service Connected.** For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

- 1) While on duty and entitled to be paid by the City; or
- 2) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- 3) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in Dade or Broward or Palm Beach County; or
- 4) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.
- 5) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above-described I.S.C. payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

**Section 8.17. Special Assignment Allowance.** Employees assigned on a permanent basis to motorcycles shall receive a special assignment pay of five percent (5%) in accordance with existing practice.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half percent (2-1/2%). Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the ISC light duty employee takes off work and receives ISC payments, the employee will not receive the two and one-half percent (2-1/2%) special assignment pay for time not worked.

**Section 8.18 Extra Weapon.** Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

**Section 8.19. Quality of Life.** The City agrees to implement a Quality of Life Program on an experimental basis. Effective the first full payroll period beginning after September 30, 2005, the City agrees to pay a supplement of \$14.40 per pay period for those employees participating in the program. Beginning the first full payroll period after September 30, 2006, at the rate of \$28.80 per pay period for those employees participating in the program. The Police Department shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplemental payments. The Quality of Life supplement will be made available as long as the program is in effect.

**Section 8.20. Forced Holdover.** If an employee is forced to stay beyond the hours of his/her regular shift, such additional hours will be paid at double the regular rate starting April 1, 2004. This provision applies to minimum staffing purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.

#### Section 8.21. Pension.

The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan to provide the following benefits for bargaining unit members who retire on or after October 1, 2001:

- A. Member with twenty (20) or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may purchase additional creditable service under the System for up to two (2) years of full-time public safety service as a law enforcement officer prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not purchase a combined total of more than four (4) years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.
- B. Members with twenty (20) or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed two (2) years if a member purchases an additional six percent (6%) multiplier, or three (3) years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an

employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

Section 8.22. Premium Pay Supplement Contingent Upon the Department's

Obtaining and Maintaining Certain Accreditations. In recognition for obtaining and maintaining the accreditations described below, the following premium pay supplements will be paid under the following terms:

- 1. Effective with the first full payroll period that occurred after December 2, 2000, the date on which the Police Department obtained Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA), all bargaining unit members shall be paid a premium pay supplement of \$40.00 per pay period for as long as the Police Department maintains CALEA Accreditation. The parties agree, however, that if the CALEA Accreditation is discontinued, this premium pay supplement shall be discontinued in the first full payroll period that occurs after the CALEA Accreditation is discontinued or revoked.
- 2. Accreditation by the State Commission for Florida Law Enforcement.

A separate conditional accreditation premium pay supplement in the amount of \$10.00 per pay period shall be paid beginning October 1, 2001, to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc. If this state accreditation is denied, revoked, or discontinued for any reason, the parties agree that the \$10.00 premium pay supplement shall be automatically discontinued in the first payroll period after such denial, revocation, or discontinuance.

If either of the accreditations provided for in subsections (1) or (2) above are discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

**Section 8.23.** Buyback of Probationary Time. Employees covered by this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to receive such creditable

pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months.

**Section 8.24. "Me Too" with the IAFF.** The FOP reserves the right to a "me too" agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

**Section 8.25. CJSTC Police Instructor Incentive Pay.** The City will pay, under the terms stated in this section, an incentive pay of two and one-half percent (2.5%) of the officer's base pay (as stated below) for up to a maximum of fifty (50) police officers who obtain and maintain certification from the Criminal Justice Standards and Training Council (CJSTC) as Police Instructors:

- A. Over the course of the current contract period, which expires on September 30, 2009, no more than fifty (50) FOP employees will be eligible to receive the two and one-half percent (2.5%) Police Instructor Certification pay.
- B. Additional FOP employees (up to the fifty (50) employee maximum) must be qualified for the incentive pay by meeting all of the following requirements: (1) a minimum of six (6) years of full-time experience as a certified law enforcement officer employed by a State, County or Municipal Police Department; and (2) passing the required CJSTC Police Instructor Training Course; and (3) have no record of disciplinary action during the twelve (12) month preceding the date of application for the benefit. FOP employees will qualify (not to exceed the fifty (50) employee cap) on a first come basis, based on the date of each employee's submission of the completed written request to the Police Chief or designee.
- C. Newly qualified FOP employees (up to the fifty (50) maximum limit), shall start receiving their two and one-half percent (2.5%) pay on the next payroll period beginning after the FOP employee has submitted to the Police Chief (or designee) a written request that includes a copy

of the CJSTC Instructor Certification, and proof that he/she has met all other requirements as set forth in this section.

- D. Employees shall remain solely responsible for obtaining and maintaining a State Certified CJSTC Certificate. All costs involved in obtaining and/or maintaining the certification shall remain the responsibility of the employee. Failure to have a current certification shall constitute an automatic disqualification from the two and one-half percent (2.5%) incentive pay.
- E. The value of the two and one-half percent (2.5%) incentive pay shall be determined based upon only the base wage of the officer, i.e. no additional incentives or other extra payments or benefits are included in the two and one-half percent (2.5%) pay. The total incentive pay for the Police Instructor Certification benefit will remain at two and one-half percent (2.5%) regardless of any additional certifications that the FOP employee may receive through the CISTC.
- F. This two and one-half percent (2.5%) Police Instructor Certification pay will only continue through the life of the current contract, which expires on September 30, 2009. Thus, this benefit will be automatically discontinued as of that date, unless renegotiated in a subsequent ratified contract.

**Section 8.26. DROP.** The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan to provide the following benefits for plan members who retire on or after October 1, 2001:

A. Members with twenty (20) or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may purchase additional creditable service under the System for up to two (2) years of full-time public safety service as a police officer prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not FOP - 29

purchase a combined total of more than four (4) years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

B. Members with twenty (20) or more years of creditable service who are eligible to receive normal or early retirement benefits under the System may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed two (2) years if a member purchases an additional six percent (6%) multiplier, or three (3) years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

# A) DEFERRED RETIREMENT OPTION PLAN (DROP)

- 1. Eligibility Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.
- 2. Conditions of Eligibility Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed 36 months. Notwithstanding, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 352 FOP 30

months (387 months for employees who were Plan members prior to July 1, 1976), except for those persons entering the DROP under the window period set forth in Paragraph 11 below. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.

- a) Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
- b) A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.
- 3. Conditions of Employment for DROP Participants Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

# 4. Effect of DROP Participation

- a) An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b) The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.

- c) A DROP participant is not eligible for disability benefits from the Plan.
- d) An employee may participate in the DROP only once.
- e) Effective with the start date of an employee's DROP participation, contributions to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.
- 5. Payments to DROP Account A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts.

# 6. **DROP Account Earnings**

- a) Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.
- b) A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

- 7. Payment of DROP Account Funds Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.
- 8. **DROP Account Payment Options** Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than thirty (30) days prior to the end of the DROP participation period or within thirty (30) days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:
  - a) Lump Sum All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.
  - b) **Partial Lump Sum** A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.
  - c) **Direct Rollover -** All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.
  - d) Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

9. **Death of DROP Participant** - If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

#### 10. Administration of DROP Accounts

- a) The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.
- b) At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.
- 11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within thirty (30) days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

F.O.P. HEALTH TRUST

Section 9.1. For Calendar Year 2006, the City will continue to fund the current contribution amount

for health care. Such contribution is currently:

Single: \$335.27

Family \$822.58

In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of

Police Insurance Trust Fund's annual cost projections based on claims experience and administrative

costs as determined by its qualified consultant and documents supporting the annual percent increase;

however, the City's increase to the current contribution amount to the health trust shall not exceed the

average of the straight line percentage\*\* increase in premiums for the City's various medical plan

options.

However, at the end of each calendar year, no later than February 1st, the FOP will provide the actual

cost increase for the FOP Trust for the prior year. Actual costs shall include all liabilities of the Trust

inclusive of administrative costs. If the payments made by the City to the FOP Trust exceeded the

actual FOP trust increase for the prior year, then the excess amount paid by the City for the prior year

will be subtracted from any projected cost increase for the current year. If the payments made by the

City to the FOP Trust do not exceed the actual increase to the FOP Trust for the prior year, then there

will be no reduction made to any projected cost increase for the current year. If the payments made

by the City to the FOP Trust are equal to the actual FOP Trust for the prior year, then there will be no

reduction made to any projected cost increase for the current year. Cost reductions of the Trust

attributable to design changes shall not be included for purposes of calculating any credit to the City.

The City shall be notified in writing of all design changes and projected cost savings associated with

those changes within 30 days of the effective date of the proposed changes. Any amount over the ten

month reserve shall be credited to the City. In addition, there shall be no change to the formula used

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to calculate the ten month reserve amount. The "ten month reserve" shall mean the sum of ten (10) times the average of the most recent twelve (12) months, plus cost and liabilities.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular year will be based on the average percent increase of the actual cost increase for the Trust for the prior three (3) years, which shall not exceed the average of the City's straight line averages for those three (3) years.

Example #1	Example #2	Example #3
(City pays more than the actual cost)	(City pays less than the actual cost, but equal to the projected cost and the straight line cap)	(City pays the same as the actual cost)
FOP Projected Cost – 10%	FOP Projected Cost – 7%	FOP Projected Cost – 7%
City Straight line Average – 7%	City Straight line Average – 7%	City Straight line Average – 7%
City pays 7%	City pays 7%	City pays 7%
Actual FOP Cost – 5%	Actual FOP Cost – 10%	Actual FOP Cost – 7%
Credit to City – 2%	No change	No change

(the City's straight-line average is the cap in all cases)

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed\*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

Financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the final renewal rates prior to October 1st of each year. The Trust shall provide the report

detailing the actual cost for the prior year no later than February 1<sup>st</sup> to the City Manager's designee for Labor Relations,

The City's designee for Labor Relations will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.

\*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2006.

\*\*The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options

## Section 9.2.

- (a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the F.O.P. Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the F.O.P. Trust exists.
- (b) A non-bargaining unit sworn police officer who elects to enroll in the F.O.P. Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:
  - (i) Must be on the City Police Department Payroll at the time of enrollment;
  - (ii) Must be an F.O.P. member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;

- (iii) Must meet insurability criteria satisfactory to Trustees; and
- (iv) Must make the election within thirty (30) days after appointment out of the bargaining unit.

## Section 9.3.

- (a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.
- (b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

**Section 9.4.** The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the F.O.P. Health Trust Plan went into effect.

**Section 9.5.** The City shall be provided with a copy of the F.O.P. Health Trust Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager's designee for Labor Relations and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.

**Section 9.6.** The F.O.P. shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation or administration of the F.O.P. Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

**Section 9.7.** Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

<u>Section 9.8.</u> Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

**Section 9.9.** Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

# ARTICLE 10 <u>EDUCATIONAL LEAVE AND TUITION REFUND</u>

Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

## **GENERAL PROVISIONS**

**Section 11.1. Safety and Health**. The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

**Section 11.2. FOP Activity and Non-Discrimination.** Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

**Section 11.3. Reduction In Work Force.** When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veterans preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

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**Section 11.4. Uniforms and Clothing Allowance.** The City will continue its present policy concerning uniforms and, effective October 1, 2006, the uniformed personnel's monthly maintenance allowance of Fifty Dollars (\$50.00) shall be increased to Sixty Dollars (\$60) per month for a total of \$720.00 per year to be paid out in twenty-six (26) bi-weekly payments.

Effective on October 1, 2006, for those sworn employees assigned to work in civilian clothes, the City will increase the Seventy-Five Dollars (\$75.00) monthly allowance to Eighty-Five dollars (\$85.00) per month for a total of \$1,020.00 per year to be paid out in twenty-six (26) bi-weekly payments.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his request, the sum of Four Hundred Twenty Five Dollars (\$425.00) for the purchase of clothing. The employee affected shall agree to relinquish the Eighty-Five Dollar (\$85.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of Eighty-Five Dollars (\$85.00) per month.

**Section 11.5. Disclosure of Records.** Employees will not have information contained within any of their files disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by state or federal statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file.

**Section 11.6. Transfers.** It shall be the sole right of the Chief of Police or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a

permanent change in an employee's shift or days off schedule, the employee shall be notified no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

**Section 11.7. Meeting Between Parties.** At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his designee for Labor Relations, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

**Section 11.8. Negotiating Sessions.** Time and dates for negotiating sessions shall be mutually agreed upon. Up to three (3) on duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

**Section 11.9. Job Descriptions**. It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP of any change in the job description of any classification in this bargaining unit.

**Section 11.10. Defense of Members.** In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

**Section 11.11.** Personnel Rules and Departmental Manual. Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

A copy of the manual of the Police Department is provided to all employees in the department and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

<u>Section 11.12</u>. <u>Incorporation of Personnel Rules</u>. Any personnel rules agreed upon by the parties for incorporation in this collective bargaining agreement shall be set forth in an addendum to this Agreement.

**Section 11.13. Medical Leave of Absence.** After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

## ARTICLE 12 SEPARABILITY

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

#### **TIME BANK**

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank so that the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. After review by the FOP President or his representative, these cards are to be forwarded on a quarterly basis to the Chief of Police for his review, and if appropriate, approval. If approved, the Chief of Police will then forward this material to the Support Services Division, who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Chief of Police, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such

approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.

The City reserves the right to rescind any provisions of this Article which are found illegal. If any provision of this section is found to be illegal, this section or any portion thereof shall immediately be renegotiated.

#### **DRUG TESTING**

Upon reasonable belief, based upon objective factors, that an employee has used an unlawful drug, the Chief of Police or, in his absence, the Assistant Chief, may direct the employee to submit to a urinalysis for detection of drugs. In the case of a drug test, the following conditions will be applicable:

- (a) A split sample of the urine will be obtained so that two different laboratories to be selected by prior agreement of the City and the FOP may test the urine if desired:
- (b) If the employee claims that there is not a reasonable belief, based on objective factors, that the employee has used an unlawful drug, the urine will be frozen pending an expedited arbitration held before whichever of the three pre-agreed upon local arbitrators (to be selected by the City and the FOP) is first available on a rotating basis.

The sole issue before the arbitrator shall be whether there was reasonable belief to direct a test as set forth above.

- (c) If the arbitrator finds there is not reasonable belief, the urine specimens shall not be tested and shall be discarded.
- (d) If the arbitrator finds there is reasonable belief, or if no challenge to the reasonable belief basis has been made, then one urine specimen shall be tested by the laboratory selected by the parties.
- (e) All tests for an unlawful drug will be by an agreed upon gas chromatography/mass spectrometry method, and the other specimen will be tested by the second agreed-to laboratory, if the employee requests.

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(f) In the case of either or both urine tests, the cutoff shall be the nanogram threshold which shall be established by prior agreement between the parties in the Random Drug Testing Agreement.

#### **HEART DISEASE PRESUMPTION**

Any condition or impairment of health of any detention or sworn officer caused by heart disease resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

#### **PROMOTIONS**

**Section 16.1.** Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every-two (2) years, unless the FOP President and the City Manager or his designee for Labor Relations mutually agree to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

**Section 16.2.** Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center or a mutually agreed upon behavioral assessment component. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center or the behavioral assessment component portion of the examination. Passing scores for the Assessment Center or the behavioral assessment component shall be set by the test consultant. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and re-negotiate the Article, if necessary.

**Section 16.3**. All police officers who on written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cut off date and time in accordance with Personnel Rules.

The City Manager or his designee for Human Resources may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement, such candidate will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

**Section 16.4.** The City Manager or his designee for Human Resources shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Police Sergeant and a Miami Beach Lieutenant, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

#### Section 16.5. Seniority Points:

0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.

0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

**Section 16.6. Book Committee.** A committee of five (5) incumbents selected by the Chief shall select the books and test material from which technical knowledge questions on the written test and behavioral assessment component will be drawn. Final selection shall be made after consultation with the test developer.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the behavioral assessment component shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

**Section 16.7. Written Test Scoring**. Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) posttest review sessions occurring on separate days, and conducted within ninety-six (96) hours of test completion.

The test developer shall conclusively decide all challenges based upon standard industry techniques.

#### Section 16.8. Assessment Center Test or Behavioral Assessment Test Challenges.

Upon completion of the determination of a score for the Assessment Center Test or the behavioral assessment test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review their examinations at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ninety-six (96) contiguous hours after the post-test review appointment. The test developer shall conclusively decide all challenges based upon standard industry techniques. For each examinee who submitted a challenge, each examinee's own challenge

and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

**Section 16.9.** Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in § 16.8 above. Promotional lists shall expire eighteen (18) months after the certification and posting of the results of the promotional examination.

**Section 16.10.** In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).

#### **F.O.P. PRESIDENT**

**Section 17.1.** The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. For fiscal year 2006-2007, the time bank shall be 1500 hours, covering the period October 1, 2006 through September 30, 2007. The FOP President shall notify the Police Chief in writing by September 15, 2006, whether he elects to utilize the 1500 hour time back provision or the D.D. provisions contained in Section 17.2 below. For fiscal year 2007-2008, the time bank shall be 1500 hours, covering the period October 1, 2007 though September 30, 2008. The FOP President shall notify the Police Chief in writing, by September 15, 2007, whether he elects to utilize the 1500 hour time bank provision or the D.D. provision contained in Section 17.2 below. For fiscal year 2008-2009, the time bank shall be 1500 hours, covering the period October 1, 2008 through September 30, 2009. The FOP President shall notify Police Chief, in writing, by September 15, 2008, whether he elects to utilize the 1500 hour time bank provision or the D.D. provisions contained in Section 17.2 below. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

**Section 17.2.** The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a police officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

A. For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc.

The Lodge President shall be required to work a 40-hour workweek.

- B. The Lodge President will be available at the FOP office currently located at 999 11<sup>th</sup> Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.
- C. Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.
- D. In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.
- E. The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.
- F. All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

**Section 17.3.** The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

#### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

#### **TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2006 and shall remain in full force and effect until the 30th day of September, 2009.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin promptly. EXECUTED by the parties hereto on this \_\_\_\_ day of \_\_\_\_\_, 2006. MIAMI BEACH FRATERNAL ORDER CITY OF MIAMI BEACH OF POLICE, LODGE NO. 8 By: ROBERT JENKINS JORGE M. GONZALEZ FOP PRESIDENT **CITY MANAGER** ALEJANDRO BELLO **FOP SECRETARY** Approved by vote of the City Commission . DAVID DERMER MAYOR ATTEST:

FOP - 58

ROBERT PARCHER, CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Altorney Date

## FRATERNAL ORDER OF POLICE FOP LODGE NO. 8 ELECTION OF REMEDY FORM

		Grievance No
•		evance Procedure contained in the current
		of Miami Beach, Florida, and the FOP. In
		inderstand that selection of another forum,
		ntract, shall bar any consideration of the
	Grievance under the FOP co	ollective bargaining agreement.
	I/We elect to utilize anoth	ner forum for my/our grievance, and in
	doing so, I/we understa	and that this election shall bar any
	consideration of this matte	er under the FOP collective bargaining
	agreement.	
 Sigi	nature	Date
bject of (	Grievance/Appeal:	
		FOP - 59

#### **Addendum: Hearing Examiner Rules**

#### **HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

#### **SECTION 2: DISCIPLINARY HEARINGS:**

(a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.
- (d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.
- (k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.
- (I) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

# A P P E N D I X A COMPENSATION PLAN

				The state of the s		is	City of Miami Beach	ł.				
						පි	Compensation Plan	E				
					Effectiv	ve with the first	Effective with the first pay period ending in October 2006	ling in October	2006			
					Longevit	Longevity 1=2.5% 2=	2=5.0% 3=7.5%	% 4=10%	5=11%			
Job Class	Job Classification (Range)				)							
STEP		-	2	က	Α	æ	ပ	D	Ш	ш	O	I
2302	Detention Officer				36,998.95	38,109.17	39,253.23	40,429.75	41,643.17	42,892.82	44,179.70	45,505.88
					1,417.58	1,460.12	1,503.96	1,549.03	1,595.52	1,643.40	1,692.71	1,743.52
					17.72	18.25	18.80	19.36	19.94	20.54	21.16	21.79
2009	Lieutenant of Police								77,218.88	81,023.86	85,126.46	89,381.12
									2,958.58	3,104.36	3,261.55	3,424.56
									36.98	38.80	40.77	42.81
5011	Police Officer				47,395.90	49,745.17	52,245.83	54,949.12	57,651.39	60,554.24	63,506.64	66,710.53
					1,815.93	1,905.95	2,001.76	2,105.33	2,208.87	2,320.09	2,433.20	2,555.96
					22.70	23.82	25.02	26.32	27.61	29.00	30.42	31.95
8001	Police Officer Trainee	40,286.57	42,656.34	45,026.12								
		1,543.55	1,634.34	ŀ								
		19.29	20.43	21.56								
070	-1-43											
200	Sergeant of Police									70,013.53	73,515.06	77,218.88
										2,682.51	2,816.67	2,958.58
										33.53	35.21	36.98

						ਤਿੰ	City of Miami Beach	5				
						පි	Compensation Plan	Ę				
					Effectiv	ve with the first	Effective with the first pay period ending in October 2007	ling in October	2007			
					Longevit	Longevity 1=2.5% 2=	2=5.0% 3=7.5%	% 4=10%	5=11%			
Job Class	Job Classification (Range)						İ					
STEP		1	2	3	V	æ	ပ	D	ш	Ч	O	T
2002												
2305	Detention Officer				38,848.90	40,014.63	41,215.89	42,451.23	43,725.33	45,037.46	46,388.68	47,781.18
					1,488.46	1,533.13	1,579.15	1,626.48	1,675.30	1,725.57	1,777.34	1,830.70
	-				18.61	19.16	19.74	20.33	20.94		22.22	22.88
2009	Lieutenant of Police								81,079.82	85,075.05	89,382.78	93,850.17
									3,106.51	3,259.58	3,424.63	3,595.79
									38.83	40.74	42.81	44.95
5011	Police Officer				49,765.69	52,232.43	54,858.12	57,696.57	60,533.96	63,581.95	66,681.97	70,046.05
					1,906.73	2,001.24	2,101.84	2,210.60	2,319.31	2,436.09	2,554.86	2,683.76
					23.83	25.02	26.27	27.63	28.99	30.45	31.94	33.55
8004	Dolino Officer Traines	42.200.00	44 700 46	07 220 27								
200		1.620.72	1.716.06	1.811.40								-
		20.26	21.45	22.64								
5010	Sergeant of Police									73,514.21	77,190.81	81,079.82
										2,816.64	2,957.50	3,106.51
										35.21	36.97	38.83

						City	City of Miami Beach	ch				
						S	Compensation Plan	an				
					Effectiv	ve with the first	pay period en	Effective with the first pay period ending in October 2008	.2008			
					Longevit	Longevity 1=2.5% 2=	2=5.0% 3=7.5%	% 4=10%	5=11%			
Job Class	Job Classification (Range)											
STEP		1	2	က	4	В	O	۵	Ш	ட	၅	T
5305	Defention Officer				40 402 85	41 615 22	42 864 53	44 140 28	AE A7A 3A	A6 828 05	48 944 93	40 800 43
					1.548.00	1.594.45	1.642.32	1.691.54	1.742.31	1 794.60	1 848 44	1 903 92
					19.35	19.93	20.53	21.14	21.78		23.11	23.80
5000	liertenant of Dollos								00 000 70	70 077 00	000	07.70
3									3 230 77	2 280 08	92,930.09	97,004.10
									3,230.77	0,309.90	3,301.01	3,739.02
									40.38	42.37	44.52	46.75
5011	Police Officer				51,756.32	54,321.73	57,052.45	60,004.44	62,955.31	66,125.23	69,349.25	72,847.90
					1,983.00	2,081.29	2,185.92	2,299.02	2,412.08	2,533.53	2,657.06	2,791.11
					24.79	26.02	27.32	28.74	30.15	31.67	33.21	34.89
8001	Police Officer Trainee	43,992.94	46,580.72	49,168.52								
		1,685.55	1,784.70	1,883.85								
		21.07	22.31	23.55								
5010	Sergeant of Police									76,454.77	80,278.45	84,323.02
										2,929.30	3,075.80	3,230.77
							-			36.62	38.45	40.38

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#### **Condensed Title:**

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the Government Supervisors Association of Florida/OPEIU Local 100.

#### **Key Intended Outcome Supported:**

Attract and maintain a quality workforce.

#### Issue

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and GSA?

Item Summary/Recommendation:

Adopt the resolution. This Resolution will provide GSA employees with an across the board cost-of-living increase (COLA) of 6% for the first pay period ending in October 2006; 5% for the first pay period ending in October 2008, and will include the same increases to the minimum and maximum of the salary ranges. Upon ratification, the resolution effectuates pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505. In addition, the new contract adds language to the qualifier and stand-by pay articles limiting the amount of pay required; excludes paid leave in the calculation for seventh consecutive day of work pay; limits the City's obligation to discuss the effects of contracting out to lay-off situations; includes confirmatory language that employees who leave the City's employ prior to contract ratification are not eligible for new contractual benefits; adds Automotive Service Excellence (ASE) certification pay; and incorporates the Emergency Medical Technician (EMT) side agreement for incentive pay into the new Agreement.

#### **Advisory Board Recommendation:**

#### Financial Information:

Source of		Amount	Account	Approved
Funds:	1	\$338,983	Included in various Departmental salary budgets for year 1	medit. 5
	2	\$327,772	Included in various Departmental salary budgets for year 2	
	3	\$311,047	Included in various Departmental salary budgets for year 3	
ОВРІ	Total	\$977,802	Included in various Departmental salary budgets	· · · · · · · · · · · · · · · · · · ·

City Clerk's Office Legislative Tracking:

Linda Gonzalez, Labor Relations Director

Sign-Offs:

Department Director	Assistant City Man	ager	City Manager
Linda Gonzalet	Ramiro Inguanzo	<i>D</i> -	Jorge M. Gonzalez
		7	



AGENDA ITEM R7L



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF

MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

#### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

#### BACKGROUND:

On July 12, 2006, after five negotiation sessions, negotiators for the City and the Government Supervisors Association of Florida/OPEIU Local 100, (GSA) successfully concluded negotiations for a three year collective bargaining agreement.

The GSA membership held a ratification vote on the proposed Agreement on August 15, 2006. The final vote was twenty-six (26) in favor and four (4) opposed. (Eighty-seven percent (87%) of the voting members were in favor of the proposed Agreement.)

While negotiators for the City and the Union were obliged to represent the best interest of their respective stakeholders, the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement with GSA (2003-2006).

#### Wages

The term of the Agreement will extend for three (3) years from October 1, 2006 through September 30, 2009. Consistent with the current consumer price index (CPI), effective with the first payroll period ending in October 2006, bargaining unit employees will receive a six percent (6%) cost of living adjustment (COLA) increase. In addition, effective with the first payroll period ending in October 2007, bargaining unit employees will receive a five percent (5%) COLA increase. Finally, effective with the first payroll period ending in October 2008, bargaining unit employees will

receive a four percent (4%) COLA increase. The minimum and maximum of the salary range for each position in the GSA will be adjusted accordingly each year of the contract. (The contract cost for the three year COLA is approximately \$443,023)

#### **Pension and Retiree Health**

Upon ratification and commission approval, the new pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505 will become effective. In addition, the City will extend a new ninety (90) day window for the early out provision to the GSA, which will become effective ten (10) days after the second reading of the amendment to the pension ordinance. (The contract cost for the pension ordinance is \$531,834 and was previously incorporated in the total cost of the pension ordinance that went before the City Commission on March 8, 2006).

Pension Highlights for employees hired on or after August 1, 1993:

- Reducing the retirement age from 60 to 55;
- Improving the vesting requirement from 10 years to 5 years;
- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Improving the Final Monthly Average Earnings (FAME) from a calculation of the average of the three highest years to the average of the two highest years;
- Reducing the employee pension contribution from 10% to 8%;
- Allow employees the option of a partial lump sum distribution;
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system;
- Employees who have reached their maximum pension benefit accrual (80% based on years of service) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual.

Pension Highlights for employees hired prior to August 1, 1993:

- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Employees who have reached their maximum pension benefit accrual (90% based on years of service) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual;
- A two-year early out window for those Tier A Classified employees ages 48 and 49 which allows employees to retire early, but with no additional service credit;
- Allow employees the option of a partial lump sum distribution:
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system.
- A 10% cap be placed on pensionable overtime for GSA employees.

#### Retiree Health Highlights:

The new retiree health insurance language incorporates an irrevocable election to continue health benefits with a City contribution and incorporates a fixed stipend based on the employee's years of service at retirement:

- Any bargaining unit member who is eligible for retiree health benefits from the
  City must make a one time irrevocable election to continue receipt of health
  benefits via the City's plan at the time that the employee terminates City
  employment. Also, if a member initially elects to continue under City health
  insurance, but thereafter discontinues or is discontinued from such coverage,
  then the retiree may resume coverage only at their own expense, without any
  employer contribution whatsoever.
- Employees hired on or after ratification of this Agreement, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. If an employee is hired on or after the Agreement is ratified and remains employed until reaching eligibility for normal retirement, and elects to continue insurance coverage under the City's health plan, they shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

#### Other Economic and Contractual agreements

#### **Qualifier License and Stand-by Pay**

Language has been added to the contract to require those employees who receive a supplement for holding a qualifier license to make every reasonable effort to be available for emergency telephone calls as part of the job duties.

In addition, language has been added to limit the amount of "stand-by" pay required to employees in Property Management and Fleet Management divisions.

#### **Seventh Consecutive Day of Work**

Language has been added that excludes seventh consecutive day of work pay (double pay) for paid leave, (similar to the other civilian bargaining units), with the exception of Public Safety Communication Unit (PSCU) supervisors.

#### **Contracting Out**

The new contract language limits the City's obligation to discuss the effects of the decision to use subcontractors with the Union only in the event that it would result in lay-offs to any bargaining unit members.

#### **Unit Members Who Leave City Prior To Ratification**

Clarification language is added confirming that GSA members who leave the City's employ prior to ratification of this Agreement will not be eligible for any wages or benefits under the new Agreement.

#### Automotive Service Excellence (ASE) Certification Pay

Similar to the AFSCME contract, those supervisors holding ASE certifications will be eligible

to receive a skill pay supplement. (The three (3) year cost for the ASE certification is approximately \$3,240).

#### **Emergency Medical Technician (EMT) Certification Pay**

The current side agreement that provides a 5% incentive pay for the Beach Patrol Operations Supervisor for obtaining and maintaining his/her EMT certification will be incorporated into the new contract. (This is not a new cost).

#### **CONCLUSION:**

The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and Government Supervisors Association of Florida (GSA)/OPEIU Local 100 for the period covering October 1, 2006 through September 30, 2009.

JMG\RI\LG\pn

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#### RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, FOR THE PERIOD FROM OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2009, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida and the Government Supervisors Association of Florida/OPEIU Local 100 (GSA), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said agreement; and

**WHEREAS,** the previous Labor Agreement was for a three year period from October 1, 2003, through September 30, 2006; and

**WHEREAS**, the GSA bargaining unit has ratified the attached Labor Agreement and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the GSA Union.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and GSA Local 100 for the period covering October 1, 2006, through September 30, 2009, is hereby ratified and the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this day o	f, 2006.
ATTEST:	
CITY CLERK	MAYOR

F:\LABO\LABORREL\Labor Relations\Commission Memos\GSA Resolution for 2006-2009 contractions & LANGUAGE & FOR EXECUTION

City Altornay Date

#### AGREEMENT

#### Between

#### CITY OF MIAMI BEACH, FLORIDA

and the

## GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100

Period Covered

October 1, 2006 to September 30, 2009

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#### **AGREEMENT**

THIS AGREEMENT, was made and entered into on this _	day of	, 2006,
by and between the CITY OF MIAMI BEACH, FLORIDA (her	rein called the "O	City"), and the Government
Supervisors Association of Florida, (GSAF) OPEIU, Local 100, (I	herein called the	"Association").

#### PREAMBLE

WHEREAS, the Association has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the Recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows;

### ARTICLE 1 RECOGNITION

<u>Section 1.1. Representation and Bargaining Unit.</u> The City recognizes the Association as the sole and exclusive representative of all employees in the unit described below.

<u>Section 1.2. Unit Description.</u> All supervisory employees of the City of Miami Beach in the following classifications, excluding all other employees employed by the City of Miami Beach.

Air Conditioning Supervisor

Beach Patrol Operations Supervisor

Carpenter Supervisor

Central Services Supervisor City Surveyor

Communications Supervisor Crime Scene Supervisor

Electrician Supervisor Electronics/Instruments Supervisor

Fleet Operations Supervisor Lead Mechanic

Maintenance Supervisor Metered Service Supervisor
Paint Supervisor Park Operations Supervisor

Parking Facilities Supervisor Parking Operations Supervisor

Plumbing Supervisor Property Management Operations Supervisor

Pumping Operations Supervisor Recreation Supervisor I
Sanitation Operations Supervisor Senior Building Inspector

Senior Engineering Inspector Service Supervisor

Sewer Field Operations Supervisor Street Lighting Operations Supervisor

Street Operation Supervisor Tennis Center Supervisor

Warehouse Supervisor Water Field Operations Supervisor

Water Service Representative 911 Communications Records Custodian

The City and the Association agree that in the event the City substantially changes a job classification which remains within the bargaining unit or combines job classifications within the bargaining unit, the City will bargain with the Association upon request concerning the appropriate rate of pay for the new, changed, or combined job.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the Association's request for negotiation was received by Management.

The City agrees to provide the Union with a periodically updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be in or out of the bargaining unit.

## ARTICLE 2 DEDUCTION OF ASSOCIATION DUES

Section 2.1. Checkoff. Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Association in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Association dues of such employees from their pay and remit such deductions to the Association Treasurer together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association. The Association will notify the City thirty (30) days prior to any change in its dues structure.

On January 1 of each year of this Agreement, the Association will remit to the City \$100.00 as an administrative fee for the collection of dues by the City.

<u>Section 2.2. Indemnification.</u> The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

### ARTICLE 3 MANAGEMENT RIGHTS

It is recognized that, except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. The Association recognizes the sole and exclusive rights, powers, and authorities of the City further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Association, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties.

The City agrees that, prior to layoff of bargaining unit members, it will advise the Association.

If, in its sole discretion, the City determines that emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Association President shall be advised, as soon as possible, of the nature of the emergency.

### ARTICLE 4 PROHIBITION OF STRIKES

No employee, Association officer or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in the Agreement, except as to the question of fact.

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Association shall take direct and immediate action to the fullest extent of its power to bring about a cessation of such activities.

The employees and the Association, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by the City as a result of a violation of the provisions of this Article, in accordance with law.

#### **ARTICLE 5**

#### ASSOCIATION REPRESENTATION

- The Association may select up to four (4) employees from within the bargaining unit to act as representatives. The Association will make a good faith effort that each employee comes from a different department. The names of Association representatives shall be certified, in writing, to the City Manager's Office and to concerned Department Directors. With the prior approval of concerned supervisors, representatives may attend grievance meetings, pre-discipline investigation meetings, and labor/management committee meetings without loss of pay for time spent during the representative's regular work schedule. The supervisor's approval will not be unreasonably withheld; provided, however, representatives will conduct their business so as to not disrupt the normal activities of City Departments.
- 2) Up to four (4) employee members of the Association's bargaining team may attend contract negotiation sessions with the City during their assigned work hours without loss of pay. Each employee must come from a different department.
- 3) The Association may designate one (1) employee to attend City Commission meetings during his/her regular work hours without loss of pay when a matter involving the parties' collective bargaining relationship is on the agenda of the City meeting.
- Any absence provided for herein shall be subject to the prior approval of the employee's supervisor. Employees shall not be paid overtime for attendance at any meeting discussed in this Article.
- An employee is entitled to request that a Union representative be permitted to attend all formal interviews where the City's representative intends to gain information from the employee being interviewed that may result in a disciplinary action against that employee. The employee shall be informed of the nature of the interview, the alleged conduct being investigated, and if requested by the employee, given a reasonable period of time prior to the interview to contact an available Union Representative, provided that the interview is not unreasonably delayed.

### ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1. Purpose. It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Association's representatives by reason of such participation in the processing of their grievance. Similarly, the Association, its officers or agents, shall not impede, malign, or delay the City or Management's representative in their duties during the investigation or processing of said grievance.

The parties agree that the grievance/arbitration process set forth in this Agreement shall be the sole and exclusive method of resolving all grievances by bargaining unit employees. Employees covered by this Agreement shall no longer be able to file an appeal or grievance via the City's Personnel Board procedure for any issue/matter, and the parties agree that the Personnel Board shall not have any jurisdiction to hear any grievance or appeal filed by the bargaining unit or any bargaining unit employee regarding discipline or any other issue or matter.

If, during the term of this Agreement, the City creates an alternative dispute resolution process, then the parties agree to meet and discuss whether that alternative dispute resolution process may be used by the bargaining agent and/or bargaining unit employees via a binding Election of Remedies in lieu of the contractual grievance process.

#### Section 6.2. Definitions.

a) Grievance - a grievance is a dispute involving the interpretation or application of the express terms of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved. Disciplinary actions, including discharges, may be grieved under this Article, as provided herein. Grievances regarding certain non-disciplinary matters, such as disagreements as to the meaning or application of or changes to personnel rules or other work rules or policies, may be filed by the bargaining agent via the contractual grievance process, provided however, that such grievances shall be eligible for processing only to Step III of this grievance process, and that the City Manager's (or designee's) decision at Step 3 shall be final and binding and shall not be subject to

- arbitration or any other further appeal. Grievances regarding questions of other non-disciplinary/contract interpretation matters shall be subject to the requirements of this grievance and arbitrator procedure.
- b) <u>Aggrieved Employee(s)</u> the employee(s) filing the grievance or causing the grievance to be filed.
- c) <u>Immediate Supervisor</u> the individual having immediate supervisory authority over the aggrieved employee(s).
- d) <u>Division Head</u> the head of the division in which the aggrieved employee(s) works.
- e) <u>Department Head</u> the head of the department in which the aggrieved employee(s) works.
- f) <u>Days</u> days as referred to as time limits herein shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

#### Section 6.3. Special Provisions.

- a) The time limits set forth herein may only be extended and/or modified by written agreement. The City Manager or designee may agree to a written extension of the grievance time limits, on behalf of the City, at any step in the grievance process.
- b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Association or the grievant(s) fail to initiate or move the grievance through the grievance procedure, in accordance with the time limits set forth herein, it shall be deemed untimely and considered withdrawn.
- c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.
- d) The aggrieved employee shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. To the extent said employee is on his/her regular work schedule, he/she may attend without loss of pay for those actual hours during their regular work schedule.
- e) The Association shall designate in writing to the City the name of one individual who shall be designated as the Chief Steward, whose function shall be to assist the bargaining unit members in the processing of complaints and grievances under this procedure. In order to investigate, discuss and process grievances,

the Chief Steward must request and receive written permission twenty-four (24) hours in advance but it may be less than twenty-four (24) hours in emergencies, and report his/her return to work upon conclusion of the use of time for grievance matters.

- f) An employee may request Association representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.
- g) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this arbitration procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the City Manager's designee for Labor Relations, with a copy to the employee(s) involved who shall then be free to process it themselves or through legal counsel up through Step 3 only (except in cases of certain disciplinary actions as noted herein).
- h) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure (subject to the limitations set forth herein), the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- i) The bargaining agent shall not be responsible for any costs (including arbitration costs) attendant to the resolution of any grievance(s) it has not processed.
- j) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.
- k) At Step I, all formal grievances shall be presented on the Grievance Form provided by the City. The grievance shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested. The Election of Remedy Form shall be attached to the Step I grievance.

l) Verbal warnings may be grieved only through Step I of this procedure. Written warnings may only be grieved through Step II of this procedure.

Section 6.4. Election of Remedies. It is agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step I grievance or initiating action for redress in any other forum (to the extent that any other such process is available). Such choice of remedy will be made in writing on the Election of Remedy Form to be supplied by the City. The Election of Remedy Form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in the Agreement or initiate action for redress before a governmental board, agency, or court proceeding (to the extent that such other process is available). Selection of redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance. If applicable, the Election of Remedy Form shall be attached to the Step I grievance.

#### **GRIEVANCE STEPS:**

#### STEP I

- a) The grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this Agreement.
- b) The grievance shall be filed with the division head in writing, on the Grievance Form as provided by the City, and as agreed herein, and shall state the specific article, section and language alleged to have been violated. If applicable, the Election of Remedy Form shall be attached to the grievance.
- c) The division head or his/her designee shall note the date of receipt of the grievance on the Grievance Form, and shall schedule a meeting with the aggrieved employee to take place within five (5) days of receipt of the grievance.
- d) Within five (5) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee, the bargaining agent, and the department head.
- e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within seven (7) days of receipt of the decision.
- g) The appeal shall be submitted in writing on the Grievance Form to the department head. Failure to appeal the decision of the division head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

#### STEP II

- a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place not more than five (5) days after receipt of the appeal. The bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
- b) Within five (5) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing on the Grievance Form to the aggrieved employee(s), and to the bargaining agent.
- c) The aggrieved employee(s) may appeal the decision of the department head within seven (7) days of receipt of the decision. The appeal shall be communicated in writing to the City Manager or his designee for Labor Relations on the Grievance Form and shall include copies of all pertinent documentation. Failure to appeal the decision of the department head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

#### STEP III

- a) If the aggrieved employee and/or a representative of the bargaining unit appeals the decision, the City Manager, or his/her designee for Labor Relations, shall schedule a meeting with the aggrieved employee to take place within ten (10) days after receipt of the appeal.
- b) Within ten (10) days of the meeting, the City Manager or his/her designee for Labor Relations shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent.
- c) Failure to appeal the decision rendered in Step III within ten (10) days (for matters that are subject to the arbitration procedure) by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

<u>Section 6.5.</u> Arbitration. If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties, provided that the grievance involves a matter that is subject to the arbitration process. However, the parties agree that the bargaining agent maintains the exclusive right to determine whether any grievance concerning a non-disciplinary matter (that is outside the scope of Section 6.2 (a)) should be taken to

arbitration under this procedure. In cases involving the issuance of certain disciplinary actions (i.e., only suspension without pay, disciplinary demotion, or termination), the parties agree that an individual employee who is not represented by the bargaining agent may elect to proceed to arbitration under this procedure, provided that the employee shall be responsible for all costs and fees related to presenting his/her case.

- a) Notice of intent to submit the grievance to arbitration shall be communicated by the office of the Association President in writing to the office of the City Manager's designee for Labor Relations within ten (10) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Association President.
- b) Within fourteen (14) days after written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of five (5) arbitrators shall be submitted to the Federal Mediation and Conciliation Service. Both the City and the Association shall have the right to strike names from the panel. The striking of names from the list of proposed arbitrators shall be accomplished by having the parties alternately cross out names on the list. The party requesting arbitration shall strike first.

The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Association requesting that he/she set a time and place for a meeting, subject to the availability of the City and the Association.

- c) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.
- d) All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent (or the employee in cases where the bargaining agent is not representing the employee). Each party will pay the cost of presenting its own case, including the cost of attorney fees and witnesses.

<u>Section 6.6.</u> Differences Concerning Personnel Rules. A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted through Step III of the grievance process as set forth in Section 6.2 (a).

#### **ARTICLE 7**

#### **HOURS OF WORK AND OVERTIME**

<u>Section 7.1.</u> Normal Workday. The normal workday shall consist of eight (8) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless some other workdays are specifically authorized by the City Manager.

<u>Section 7.2. Normal Workweek.</u> The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

<u>Section 7.3. Rest Periods.</u> Employees may take a rest period of fifteen (15) minutes for each half-day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period are subject to disciplinary action.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided.

Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break.

<u>Section 7.4. Reporting Pay.</u> A full-time employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay; provided, however, that supervisors may assign employees to perform any reasonable work.

<u>Section 7.5.</u> Overtime. It is understood that the City may require necessary and reasonable overtime for unit members. Where employees are eligible for overtime pay under the Fair Labor Standards Act, for all hours worked in excess of forty hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Annual leave, Holiday leave, and other paid leave shall be considered as time worked for the purpose of computing overtime; but sick leave shall not.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays; provided that paid leave will not be considered as time worked for the purpose of this Section, with the exception of the Public Safety Communication Unit (PSCU).

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

<u>Section 7.6.</u> <u>Distribution of Overtime Opportunity.</u> Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required.

Seniority for the purpose of this subsection shall mean length of continuous service with the City.

Overtime opportunities shall be accumulated on adequate records (which shall be available to the employees) and offered overtime not worked shall be considered as worked in maintaining these records.

If any qualified employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.

Employees who have been credited for overtime hours not worked shall not be discriminated against with respect to future overtime opportunities.

<u>Section 7.7. Call Back Pay.</u> An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or (4) four hours of pay. It is understood that call-in pay shall not overlap with an employee's regularly scheduled shift.

Section 7.8. a. Stand By Pay. Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable

period of time as determined based upon the circumstances). Failure to meet these requirements (as may be modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

Section 7.8. b. Stand By Pay. Employees in the Property Management Division and Fleet Management Division not expressly assigned to standby status who are contacted via telephone outside of their normal hours of work will receive two (2) hours of straight time as a Standby bonus; provided, however, the employee will not be paid both Standby bonus and Call Back pay for the same day (ie., if called in as a result of a telephone conversation, the employee will be paid only the Call Back pay). Any such telephone conversation must be initiated only by the Property Management Director or the Fleet Management Director or their designee.

<u>Section 7.9 No Pyramiding.</u> Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

## ARTICLE 8 WAGES & FRINGE BENEFITS

#### Section 8.1. Wages.

The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs.

No bargaining unit member who left the City's employ prior to the date of ratification of this Agreement by both parties will be eligible for any wages or benefits under this Agreement.

No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

- a) Effective with the first (1st) pay period ending in October of 2006, there shall be an across-the-board wage increase of six percent (6%) for all bargaining unit positions. In addition, the minimums and maximums of each range will increase by six percent (6%).
- b) Effective in the first (1st) pay period ending in October of 2007, there shall be an across-the-board wage increase of five percent (5%) for all bargaining unit positions. In addition, the minimums and maximums of each range will increase by five percent (5%).
- c) Effective with the first (1st) pay period ending in October of 2008, there shall be an across-the-board wage increase of four percent (4%). In addition, the minimums and maximums of each range will increase by four percent (4%).
- d) During the term of this Agreement, the City may, after consultation with the Union, increase the minimum and maximum of the bargaining unit salary ranges in an amount that may exceed the above noted increases to the minimum and maximum of the ranges, if the City determines that such changes are needed in order to maintain parity with non-bargaining unit pay grades. However, no adjustment to any paygrade made pursuant to this paragraph shall result in a decrease in the paygrades for any bargaining unit position below the contractually agreed upon adjustment set forth above in Sections 8 (a), (b), and (c).

Within sixty (60) days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance

with the policy established by Human Resources. Failure to complete a Performance Evaluation within sixty (60) days will result in an automatic two percent (2%) salary increase. Any other increase will take effect retroactively when the evaluation is completed. Performance Evaluation increases may total no more than four percent (4%).

Employees who receive a score of ninety (90) or above shall receive a four percent (4%) increase on their merit review date.

Employees who receive a score of less than ninety (90), but eighty (80) or above, shall receive a three percent (3%) increase on their merit date.

Employees who receive a score of less than eighty (80), but sixty (60) or above, shall receive a two percent (2%) increase on their merit date.

If an employee's merit rating score does not qualify him/her for a merit increase, the employee may grieve the evaluation up to Step 3 under the provisions of this Agreement.

<u>Section 8.2. Holidays.</u> The following fourteen (14) days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Dr. Martin Luther King's Birthday, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

#### Section 8.3. Holiday Pay.

a) Whenever any of the holidays listed in Section 2. Holidays, of this Agreement fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

City celebrated holidays that fall on Tuesday, Wednesday, or Thursday, and said holiday is on the employee's regular day off, then the employee shall receive a day's pay for said holiday, if they meet all of the qualifications contained herein.

b) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such

absences are excused. Excused absences are defined as:

- an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
- 2) approved annual leave;
- 3) floating holiday;
- 4) birthday.
- 5) bereavement.
- c) Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive for his/her normal workday a straight time hourly rate of pay for the holiday.
- e) Work on a holiday falling on a non-job basis employee's regularly scheduled work day, he/she shall receive holiday pay for the holiday and time and one half for the hours worked.
- e) Should a non-job basis employee be required to work on a holiday falling on his/her day off, he/she shall receive holiday pay for the holiday and shall receive pay at double time and one half rate for the hours worked.
- f) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.
- g) A holiday which is observed during an employee's regularly scheduled workweek shall be considered as time worked for the purpose of computing overtime for non-job basis employees.

<u>Section 8.4. Allowances.</u> Allowances being received by employees as of October 1, 1998 shall continue to be paid to those employees during the term of this Agreement.

<u>Section 8.5. Meal Allowance.</u> An employee who works three (3) or more hours of overtime that is contiguous with his/her shift shall be paid a seven dollars (\$7.00) meal allowance.

In the event of emergency conditions and employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

<u>Section 8.6.</u> Bereavement Leave. In case of death in the immediate family of an employee, time off with straight-time pay will be allowed for up to two (2) scheduled workdays per death. An additional three (3) days may

be granted, for a maximum of five (5) days off, if approved by the Department Head. The three (3) additional days off may be charged to the employee's accrued sick or vacation time, and shall not be counted against the employee for the purposes of performance evaluations ratings.

The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepson or stepdaughter, or domestic partner (as defined in the Domestic Partner Leave Ordinance).

In the case of a death of a member of the employee's family not herein specified but who lived with the employee's family at the time of his/her death, consideration will be given to the employee's request to use accrued annual leave or floating holidays to attend the funeral.

Upon request, an employee may be required to provide verification of his/her relationship to the deceased and of the death.

<u>Section 8.7. Unpaid Leaves.</u> Leave of absence without pay may be granted in accordance with the City of Miami Beach Personnel Rules.

Section 8.8. Jury Duty. The City of Miami Beach shall permit employees either to keep payments received from Courts of competent jurisdiction for being on jury duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. Employees are expected to return to work upon being released from jury duty during the work shift. However, if three (3) hours or less are left in the employee's work shift at the time that the employee is released from jury duty, the employee shall immediately contact his/her immediate supervisor for instructions as to whether he/she should return to work for the remainder of that shift.

Section 8.9. Uniforms. For the term of this Agreement, the City will provide uniforms (i.e., a full uniform set shall include a long or short sleeve shirt and long or short pants) to bargaining unit employees who are required to wear them. Employees will be issued 5 sets of new uniforms (4 sets if the employee works a 4 day work week) in April of each year. New employees will be issued five (5) sets (or four (4) sets depending on the employees schedule) of uniforms upon entry into the bargaining unit. If an employee has been employed in the bargaining unit position for six (6) months or less when additional new uniforms are issued in April, then the additional new uniforms will not be issued to the employee at that time, but the employee will be issued a complete set of new uniforms in the following April. The composition of the uniform shall be determined by the Department Director after consultation with the Association. The uniform items (i.e., a shirt or pants) will be replaced on a timely basis by the Department upon the employee's presentation of worn or damaged uniform items provided, however,

employees shall receive no more than two (2) additional replacement uniforms items (up to 2 shirts and/or 2 pants) each year. Each Department Director shall provide necessary safety/foul weather gear, as appropriate.

The Beach Patrol Operations Supervisor shall be provided with one (1) sweat suit per year.

All GSA Employees will receive one (1) uniform jacket during the term of the contract.

The vendors will deliver the uniforms in the month of April of each year for the term of this Agreement.

<u>Section 8.10. Safety Shoes.</u> Employees in the following job classifications will be required to wear safety shoes during all working hours. A safety shoe certificate will be provided for up to seventy-five dollars (\$75.00) per year to those employees in the following job classifications for the purchase of safety shoes meeting ANSIZ41 Federal Safety Standards.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes, which will be developed by a Association/Management Committee comprised of two (2) Association representatives and two (2) Management representatives.

Air Conditioning Supervisor

Electrician Supervisor

Fleet Operations Supervisor

Metered Service Supervisor

Park Operations Supervisor

Property Management Operations Supervisor

Senior Building Inspector

Sewer Field Operations Supervisor

Street Operation Supervisor

Warehouse Supervisor

City Surveyor

Electronics/Instruments Supervisor

Maintenance Supervisor

Paint Supervisor

Plumbing Supervisor

Pumping Operations Supervisor

Senior Engineering Inspector

Street Lighting Operations Supervisor

Water Field Operations Supervisor

Water Service Representative

Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Personnel Board or grievable under this Agreement.

When due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate for up to seventy-five dollars (\$75.00) for the purchase of a replacement pair of safety shoes when the destroyed or unrepairable pair of safety shoes is turned in to the

#### Department.

The Department Director, or his/her designee, shall issue the certificate for the replacement pair of safety shoes on the basis of need and not on an automatic basis. Further the replacement of worn heels and/or soles on the safety shoes shall be the responsibility of the employee and not the City.

Section 8.11. Shift Differential. Where a majority of an employee's regularly assigned shift hours fall between 3:00 p.m. and 11:00 p.m., the employee shall receive a shift differential of forty five cents (\$.45) per hour for work performed after 3:00 p.m.

Where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty- five cents (\$.55) per hour for work performed after 11:00 p.m.

Section 8.12. Rate of Pay When Working Out of Classification. An employee may be required to temporarily work out of his/her classification when directed by Management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than two (2) hours per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- b) If he/she is temporarily working for two (2) or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

<u>Section 8.13. Paid Leave.</u> Full-time bargaining unit employees shall earn and be paid for sick leave and vacation leave in accordance with Ordinance No. 1335; provided, however that:

A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

a) a supervisor suspects abuse of sick leave because of a developing pattern (e.g., frequent sick leave usage

of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, etc.). The Supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Department at the end of six (6) months to determine if it is necessary that it continue; or

- b) the illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation; or
- c) an employee has been absent from work for more than five (5) consecutive workdays.
- d) In an emergency, such as a hurricane.

The grant of emergency leave as provided for in the City's Work Rules may be denied, if an employee does not provide evidence satisfactory to his/her supervisor that the cause of the absence was an emergency.

<u>Section 8.14. Perfect Attendance Bonus.</u> Full-time employees who perform the full scope of their regularly assigned classification for the full term of each Fiscal Year covered by this Agreement (i.e., 2006/2007; 2007/2008; 2008/2009), shall receive a lump sum bonus of three hundred dollars (\$300.00), (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least forty-eight (48) hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. This bonus shall be paid in December of each year of the contract.

<u>Section 8.15. Part-Time Employees.</u> Notwithstanding any other provision in this Agreement, bargaining unit employees who work part-time schedules shall earn fifty percent (50%) of sick and vacation leave credits earned by full-time employees. Pay for absences due to illness or vacation shall be for approved hours absent from scheduled assignments.

Payoffs for sick and vacation balances at separation, bereavement leave, and holiday pay shall also be provided at the rate of fifty percent (50%) of that afforded to full-time employees.

<u>Section 8.16. Sick and Vacation Leave Accrual and Maximum Payment on Termination.</u> The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978.

All employees covered by the agreement and hired after October 1, 1978 shall, under applicable ordinances, rules

and regulations: shall be allowed to accumulate no more than 360 hours of vacation leave except in accordance with provision for postponement of vacation leave; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred, be permitted a maximum payment time at termination, death, or retirement of 480 hours vacation leave and one-half of sick leave to a maximum of 600 hours.

See schedule of implementation below:

- 1. A post October 1, 1978 employee who retires between April 8, 2002 and April 30, 2002, shall be entitled to termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of four hundred and eighty (480) hours.
- 2. A post 1978 employee who retires on or after April 30, 2002, shall be entitled to a termination payout of one-half (½) of his/her accrued sick leave up to a maximum payout of 600 hours.
- 3. Effective January 1, 2002, the "Must Use" accrual on vacation will be raised to 360 hours.

<u>Section 8.17. Pay for Hazard Duty.</u> Employees working hazard duty will be paid \$1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

- A. Spraying hazardous chemicals (The definition of "hazardous" shall be consistent with the current definition as of ratification).
- B. Diving with scuba gear
- C. Working in trenches five (5) feet in depth or greater
- D. Working in raw sewage
- E. Working forty (40) feet or higher on aerial lift operations.

<u>Section 8.18 Essential Personnel (Hurricane Pay).</u> When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.

Section 8.19. License(s) Maintenance. Three (3) positions in Property Management (Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor) and one (1) position in Public Works (Electrician Supervisor) will receive a supplement of three hundred dollars (\$300) biweekly for using their license as a qualifier. The supplement will start when the employee's license is approved by the Licensing Board. The supplement will continue until either party requests a change of status to remove the qualifier or if the license expires. The City

will fill out the appropriate forms in a timely fashion and send a copy of the completed form to GSAF. As one of the conditions and responsibilities related to the receipt of this supplement, the employee must make every reasonable effort to be available without additional compensation for telephone calls while off duty.

Only for the four (4) employees who use their license as a qualifier, if a telephone call is at least 8 minutes in duration, the employee will be paid for 15 minutes. This calculation shall also apply to additional 15 minute segments. Example # 1: The telephone call lasts 7 minutes; no payment is required. Example # 2: The telephone call lasts 8 minutes; the employee is paid for 15 minutes. Example # 3: The telephone call lasts 20 minutes; the employee is paid for 15 minutes. Example # 4: The telephone call lasts 23 minutes; the employee is paid for 30 minutes.

The Supplement is not part of base salary. Therefore, the supplement can go above the maximum of the pay range. The supplement is pensionable. The supplement will be reviewed on an annual basis to determine if the supplement should be increased according to market conditions.

In the event that the City determines that any additional licensee(s) may be used as a primary qualifier under terms that are acceptable to the City, and the City decides to use any additional licensee, then the employee/licensee will be paid the qualification payment under the terms set forth above.

Section 8.20. Tool Reimbursement. The City will continue a Tool Reimbursement benefit through which bargaining unit employees in the job classifications of Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor may be reimbursed for an employee's tool that is damaged or broken while being used at work, provided however, that the damage must not be the result of the employee's negligence. The maximum amount payable in any fiscal year for tool reimbursement per employee is \$400. To be eligible for reimbursement, the employee must provide to the Department or Division Director, the broken/damaged tool (which the City may keep) and a report describing the circumstances regarding where, when and how tool was broken/damaged, and the receipt for the replacement tool purchased which must be of like quality and value. The tool must not be otherwise repairable or replaceable through a manufacturer's warranty. Denial of a request for reimbursement is not grievable.

Bargaining unit employees in the above noted positions, who have been paid a Tool Allowance benefit before October of 1998, will remain eligible for only such Tool Allowance. Bargaining unit employees in the above noted positions who were hired after October of 1998 and/or who were not receiving a Tool Allowance will be eligible for the Tool Reimbursement. However, no employee will be eligible for both a Tool Allowance and Tool Reimbursement benefits.

<u>Section 8.21. EMT Certification Pay.</u> Beach Patrol Operations Supervisors who attain and maintain the Emergency Medical Technician (EMT) certificate given by the State of Florida shall receive a five percent (5%)

pay increase.

#### Section 8.22. Skill Pay Supplement.

Fleet Management Department: Automobile Technicians/Medium/Heavy Truck Technicians

a 3 to 5 Certifications
 a 6 to 7 Certifications
 a "Master" Auto Technician
 a "Master" Auto Technician with EVT
 Automotive Parts Specialist (3 of 3 Certifications)
 Automotive Service Consultant
 \$50.00/month
 \$50.00/month

#### Fire Department

Level 1 Fire/Ambulance	\$50.00/month
Level 2 Fire/Ambulance	\$90.00/month
EVT Master Fire/Ambulance	\$150.00/month

Note: The maximum Skill Pay Supplement Benefit would be \$300.00/month

Note: Other Certifications as approved by the Department Head

Skill pay supplement requires employee to hold the classification of: Lead Mechanic or Fleet Operation Supervisor

Employee cannot receive skill pay if not on regular work status (eg. Cannot receive skill pay if on a light duty assignment)

Employees must notify the department staff when he/she does not maintain the required certification level. Failure to do so may result in discipline, and any supplement pay received while not certified shall be refunded to the City.

<sup>&</sup>lt;sup>a</sup> Supplement amounts are not cumulative

<sup>\*</sup> Can only be taken as an addition to "Master" Auto Technician or "Master" Auto Technician with EVT

### ARTICLE 9 INSURANCE

The City shall offer medical, dental, and life insurance benefit plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.

The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board. A bargaining unit employee may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan.

### ARTICLE 10 PENSION AND RETIREE HEALTH

Upon ratification and commission approval, the new pension ordinance No. 2006-3504 will become effective. In addition, the City will extend a new ninety (90) day window for the early out provision to the GSA, which will become effective ten (10) days after the second reading of the amendment to the pension ordinance.

Effective upon ratification of this multi-year Agreement, the parties agree that any bargaining unit member who previously elected or who elects to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.

Effective upon ratification of this multi-year Agreement, the parties agree that any bargaining unit member who is eligible for retiree health benefits from the City must make a one time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. The parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.

Employees hired on or after this Agreement is ratified, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after this Agreement is ratified, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

### ARTICLE 11 GENERAL PROVISIONS

<u>Section 11.1. Discrimination.</u> In accordance with applicable federal, and state law, the City and the Association agree not to discriminate against any employee on the basis of race, creed, color, religion, handicap, sex, national origin, age, sexual orientation, marital status, political party affiliation, or Association membership.

Section 11.2. Meetings Between Parties. At the reasonable request of either party, the Association President, or his/her representative, and the City Manager or his/her designee for Labor Relations, shall meet at least quarterly at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Association President, or his/her representative, makes suggestions or recommendations to the City Manager or his/her designee for Labor Relations, specifically concerning productivity of job safety, the City Manager or his/her designee for Labor Relations, will respond as appropriate.

Section 11.3. Work Rules. The City will provide the Association with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Association shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered whose decision is not grievable.

Section 11.4. Stress Reduction/Police Department's Public Safety Communications Unit. Those employees covered by this Agreement who work in the Miami Beach Police Department's Public Safety Communications Unit (PSCU), will be given a stress reduction training program provided by the City. Such stress training will be a one-day stress seminar as given to sworn officers. Should an employee and/or management supervisor believe that an employee might benefit by being referred to the City's Employee Assistance Program (EAP), then the employee will be referred consistent with current policies. If an employee needs help beyond that offered by the EAP, then the EAP may require appropriate referrals for outside professional assistance.

<u>Section 11.5. Labor/Management Committee.</u> In order to strengthen the parties' labor-management relations, the GSA agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the GSA or by the City (through the City Manager, Department Directors, or designees) to meet at mutually accepted times.

<u>Section 11.6. Safety.</u> The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

- a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.
- b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who type more than 50% of their workday.
- c) The City will provide appropriate self-defense training to all Parking Enforcement employees.
- d) The Association is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.
- e) If there is a central, Citywide Safety Committee, the Association's President, or his/her designee, may be a member if he/she so requests.

<u>Section 11.7. Bulletin Boards.</u> The Association may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

- a) Notices of Association Meetings.
- b) Notices of Association Elections.
- c) Reports of Association Committees.
- d) Recreational and Social Affairs of the Association.
- e) Any material of informational nature related to Government Supervisors Association of Florida/OPEIU.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or

announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

Section 11.8. Probationary Employees. A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated representative at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the City Managers designee for Human Resources may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

Section 11.9. Notification in the Event of Transfer or Contracting Out. When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by bargaining unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the representatives of the Union the effect of such contract upon members of the bargaining unit.

If the City enters into such a contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager's designee for Human Resources.

If there are no jobs available, the reduction in force provision contained in the Personnel Rules shall apply, provided that such laid-off employee shall be recalled to work before the City hires new permanent employees to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years

after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Union's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

#### Section 11.10. Seniority.

- 1) When vacations are scheduled, permanent vacancies or shifts are filled, or promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. For these purposes, seniority shall be measured by the length of time in the affected classification.
- 2) Seniority will not apply in an emergency.
- 3) For those members promoted on the same date, seniority will be determined by date of employment.
- 4) For members whose promotion date and date of employment are the same, seniority shall be determined by the higher score on the eligibility list.

<u>Section 11.11. Reduction in Force.</u> When there is a reduction in the bargaining unit workforce, employees will be subject to the layoff procedure set forth in the City's Personnel Rules.

<u>Section 11.12. Military Leave.</u> Federal and State law concerning military leave govern the City and all employees represented by this Agreement shall receive the benefits of such laws.

<u>Section 11.13. Pay Advances.</u> An employee in this unit may request his/her annual leave pay check in advance of any scheduled annual leave by submitting a request to his/her Department Director at least one (1) pay period prior to leaving on annual leave.

<u>Section 11.14. Mentoring Program.</u> Bargaining unit employees may request to participate in the City's Mentoring Program, as set forth in the Human Resources' Department policies and procedures, which may be changed from time to time or discontinued at the City Manager's discretion. Denial or disapproval of a request for participation in this Program shall not be grievable.

### ARTICLE 12

#### DRUG AND ALCOHOL TESTING

<u>Section 12.1.</u> The City and the Association recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare, and safety of employees, and the general public at large.

<u>Section 12.2.</u> Using, selling, possessing or being under the influence of drugs or controlled substances while at work is prohibited. Employees are further prohibited from consuming alcohol and drugs on duty and/or abusing alcohol and drugs off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

<u>Section 12.3.</u> The City may require any employee to submit to a blood analysis, urine analysis and/or Breathalyzer when it has a reasonable suspicion as defined in Florida Statutes 440.102 (N) that an employee is under the influence of or using alcohol, drugs or narcotics and/or when an employee has caused, contributed to or been involved in an accident (i.e., automobile or other injury).

<u>Section 12.4.</u> In the event a urine specimen is tested as positive, a portion of that sample will be subjected to a second test at the employee's request and at the employee's expense.

<u>Section 12.5.</u> At the conclusion of the drug and alcohol testing, the City may take whatever action, if any, it deems appropriate. In the event that said action is in the form of discipline, the employee may grieve said discipline through the contractual grievance/arbitration procedure.

<u>Section 12.6.</u> The parties agree that an employee's refusal to submit ("refusal to submit" includes adulterating a sample or submitting a false sample) to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

Section 12.7. Drug/Alcohol Random Testing. It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. To demonstrate the commitment of the City and the Association to this notion, employees will be subject to random testing during the term of this Agreement. Employees will be chosen from a blind list by the Human Resources Department or its designee. Those employees who have a CDL license and are in the CDL Drug Testing Pool will not be part of the GSA Drug Testing Pool since the employees who hold a CDL license are already being randomly tested. In other words, all GSA employees will be in either the CDL Random Drug Testing Pool or the GSA Random Drug Testing Pool.

Section 12.8. Last Chance Agreement. Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement" to continue their employment. The Agreement shall require participation in a rehabilitation program and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement, if the incident giving rise to the positive drug test involved threatening or violent behavior or conduct so disgraceful that it causes substantial embarrassment to the Administration. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees shall be entitled to only one (1) chance for substance abuse rehabilitation during employment with the City.

### ARTICLE 13 SAVINGS

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.

### ARTICLE 14 ENTIRE AGREEMENT

The Association acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's rights set forth in the Management Rights Article of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc., except as otherwise provided herein.

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Association concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Association does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay Management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized representatives of the parties before it will be effective.

### ARTICLE 15 TERM OF AGREEMENT & REOPENER

This Agreement shall be effective as of October 1, 2006, and shall continue for a term through September 30, 2009, unless extended as follows:

- 1. Either party may require, by written notice to the other, not later than June 1, 2009, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, 2009. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, 2009 through September 30, 2010.
- 2. Provided the contract was extended under the provisions outlined in number one (# 1) above, either party may require, by written notice to the other, not later than June 1, 2010, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, 2010. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, 2010 through September 30, 2011.

Executed by the parties hereto on the	_ day of	, 2006.
GOVERNMENT SUPERVISORS ASSOCIATION of FLORIDA, OPEIU LOCAL 100		CITY OF MIAMI BEACH
By:	By:	
y: Richard Ellis GSAF President		Jorge M. Gonzalez City Manager
onald D. Slesnick hief Negotiator/GSA		
reg Blackman, GSAF 1st Vice President		
Villie Sanders SAF Chief Membership Representative		
asmin Kiffin Inion Representative		
my Lutze Inion Representative		
Approved by vote of the City Commission,		, 2006,
	David Mayo	l Dermer r
ATTEST:		
Robert Parcher City Clerk		APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
		City Afformay De

# OF FLORIDA, OPEIU, LOCAL 100 ELECTION OF REMEDY FORM

		Grievance No
	m must be completed and signed at the first wee must elect, sign, and date only one of	
1	I/We elect to utilize the Grievance Proced between the City of Miami Beach, Florida, of Florida, OPEIU, Local 100. I understand of Option Number 2.	and Government Supervisors Association
	Employee Signature	Date
2	I/We elect to utilize another forum for repermanently waive my/our contractual right the current labor Agreement between the Supervisors Association of Florida, OPEII from another forum cannot be inconsistent agreement that is in effect.	ht to the Grievance Procedure contained in e City of Miami Beach and Government U, Local 100. Any resolution of a grievance
	Employee Signature	Date
LG\mr		

GSAF - 42

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#### **Condensed Title:**

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the American Federation of State, County and Munipal Employees (AFSCME), Local 1554.

# **Key Intended Outcome Supported:**

Attract and maintain a quality workforce.

#### Issue:

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and AFSCME?

#### Item Summary/Recommendation:

Adopt the resolution. This Resolution will provide AFSCME employees with an across the board costof-living increase (COLA) of 6% for the first pay period ending in May 2007; 5% for the first pay period ending in May 2008; and 4% for the first pay period ending in May 2009, and will include the same increases to the minimum and maximum of the salary ranges. Upon ratification, the resolution effectuates pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505. In addition the new contract allows Management to change the start and end times for shift differential pay to provide more efficient City services; changes the delivery date for uniforms from January to April of each year to allow for timely issuance; adds language on safety equipment which increases employee safety, increases employee accountability, reduces loss and workers compensation claims; limits the City's obligation to discuss the effects of contracting out to lay-off situations; allows the City the flexibility to utilize the contractually allotted temporary employees in those classifications where they are most needed; includes confirmatory language that employees who leave the City's employ prior to contract ratification are not eligible for new contractual benefits; adds a "me-too" with the CWA union for COLA and pension items only; adds three re-openers for discussion after May 1, 2007 for: (1) Essential Personnel and the landfall team as they relate to the City's emergency preparedness efforts; (2) shift bid system; and (3) a cleaning allowance as deemed appropriate by the City.

# **Advisory Board Recommendation:**

#### **Financial Information:**

Source of	*	Amount	Account	Approved
Funds:	1	\$1,200,620	Included in various Departmental salary budgets for year 1	
	2	\$1,168,548	Included in various Departmental salary budgets for year 2	
	3	\$1,117,660	Included in various Departmental salary budgets for year 3	
ОВРІ	Total	\$3,486,827	Included in various Departmental salary budgets	

#### City Clerk's Office Legislative Tracking:

Linda Gonzalez, Labor Relations Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Linda Gonzalez	Ramiro Inguanzo	Jorge M. Gonzalez



AGENDA ITEM 127 M



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager (

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL1554, FOR THE PERIOD FROM MAY 1, 2007 THROUGH APRIL 30, 2010, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

#### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

# BACKGROUND:

On August 18, 2006, after three (3) negotiation sessions, negotiators for the City and the American Federation of State, County and Municipal Employees (AFSCME), Local 1554, successfully concluded negotiations for a three-year collective bargaining agreement. This is the first time in the City's recent history that AFSCME contract negotiations have been completed prior to the expiration date of the previous contract. Therefore, all employees in the bargaining unit will receive their cost of living increases (COLA) immediately as outlined in the new contract, and without the need to make retroactive pay adjustments. The early contract completion allows a seamless transition between the old and new contract, enhances employee morale, and accentuates the City's strong commitment to positive labor relations.

The AFSCME membership held a ratification vote on the proposed Agreement on August 24, 2006. The final vote was 126 in favor and 41 opposed. (Seventy-five percent (75%) of the voting members were in favor of the proposed Agreement.)

While negotiators for the City and the Union were obliged to represent the best interest of their respective stakeholders, the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement:

### <u>Wages</u>

The term of the Agreement will extend for three (3) years from May 1, 2007 through April 30, 2010. Consistent with the current consumer price index, (CPI), effective with the first payroll period ending in May 2007, bargaining unit employees will receive a six percent (6%) COLA increase. In addition, effective with the first payroll period ending in May 2008, bargaining unit employees will receive a five percent (5%) COLA increase. Finally, effective with the first payroll period ending in May 2009, bargaining unit employees will receive a four percent (4%) COLA increase. The minimum and maximum of the salary range for each position in AFSCME will be adjusted accordingly each year of the contract. (The contract cost for the three year COLA is approximately \$1,450,811).

#### Pension and Retiree Health

Upon ratification and commission approval, the new pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505 will become effective. In addition, the City will extend a new ninety (90) day window for the early out provision to the AFSCME, which will become effective ten (10) days after the second reading of the amendment to the pension ordinance. The ordinance also amends the death benefit for the AFSCME bargaining unit to make it the same as the CWA and GSA bargaining units, by changing the eligibility age for dependent children from twenty-five (25) to twenty-two (22). (The contract cost for the pension ordinance is \$2,036,016 and was previously incorporated in the total cost of the pension ordinance that went before the City Commission on March 8, 2006).

Pension Highlights for employees hired on or after April 30, 1993:

- Reducing the retirement age from 60 to 55;
- Improving the vesting requirement from 10 years to 5 years;
- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Improving the Final Monthly Average Earnings (FAME) from a calculation of the average of the three highest years to the average of the two highest years;
- Reducing the employee pension contribution from 10% to 8%;
- Allow employees the option of a partial lump sum distribution;
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system;
- Employees who have reached their maximum pension benefit accrual (80% based on years of service) but who have not yet reached retirement age will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual.

Pension Highlights for employees hired prior to April 30, 1993:

- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Employees who have reached their maximum pension benefit accrual (90% based on years of service) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual;
- A two-year early out window for those Tier A Classified employees ages 48 and 49 which allows employees to retire early, but with no additional service credit;
- Allow employees the option of a partial lump sum distribution;
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system.
- A 10% cap be placed on pensionable overtime for AFSCME employees.

Retiree Health Highlights:

The new retiree health insurance language incorporates an irrevocable election to continue health benefits with a City contribution and incorporates a fixed stipend based on the employee's years of service at retirement:

- Any bargaining unit member who is eligible for retiree health benefits from the
  City must make a one time irrevocable election to continue receipt of health
  benefits via the City's plan at the time that the employee terminates City
  employment. Also, if a member initially elects to continue under City health
  insurance, but thereafter discontinues or is discontinued from such coverage,
  then the retiree may resume coverage only at their own expense, without any
  employer contribution whatsoever.
- Employees hired on or after ratification of this Agreement, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. If an employee is hired on or after the Agreement is ratified and remains employed until reaching eligibility for normal retirement, and elects to continue insurance coverage under the City's health plan, they shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

#### Other Economic and Contractual agreements

# **Temporary Employees**

Contract language has been added which allows the City the flexibility to utilize the contractually allotted temporary employees in those classifications where they are most needed.

#### **Contracting Out**

The new contract language clarifies the City's obligation to discuss the effects of the decision to use subcontractors with the Union only in the event that it would result in lay-offs to any bargaining unit members.

#### Safety Equipment

Contract language has been added to enhance employee safety while also increasing employee accountability and reducing loss for issued safety equipment.

### **Unit Members Who Leave City Prior To Ratification**

Clarification language has been added to confirm that AFSCME members who leave the City's employ prior to ratification of this Agreement will not be eligible for any wages or benefits under the new Agreement.

### **Shift Differential**

The contract language has been modified as it relates to the start of the required shift differential pay. The adjustment allows City crews the ability to provide services at an earlier

time and complete them as early as possible thereby minimizing any inconveniences and providing more efficient service. The afternoon shift start time was adjusted accordingly.

#### **Uniforms**

In order to ensure that uniforms are delivered in a timely manner and in accordance with procurement guidelines, the uniform delivery date was moved from January to April of each year.

# Re-openers & "Me-too's"

This contract includes a "me-too" with the CWA union specifically for COLA and pension items. In addition, there is re-opener language with AFSCME on three (3) items for further discussion on or after May 1, 2007. These items include: (1) Essential Personnel and the landfall team as they relate to the City's emergency preparedness efforts; (2) shift bid system; and (3) a cleaning allowance as deemed appropriate by the City.

#### **CONCLUSION:**

The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and American Federation of State, County and Municipal Employees (AFSCME), Local 1554, for the period covering May 1, 2007 through April 30, 2010.

JMG\RI\LG\mr

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#### RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1554, FOR THE PERIOD FROM MAY 1, 2007, THROUGH APRIL 30, 2010, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida and the American Federation of State, County and Municipal Employees (AFSCME), Local 1554, the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said agreement; and

**WHEREAS**, the previous Labor Agreement was for a three year period from May 1 2004, through April 30, 2007; and

WHEREAS, the AFSCME bargaining unit has ratified the attached Labor Agreement and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the AFSCME Union.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the attached Labor Agreement between the City of Miami Beach and AFSCME Local 1554 for the period covering May 1, 2007, through April 30, 2010, is hereby ratified and the Mayor and City Clerk are authorized to execute the Agreement.

PASSED AND ADOPTED this day o	f, 2006.
ATTEST:	
CITY CLERK	MAYOR

APPROVED AS TO F:\LABO\LABORREL\Labor Relations\Commission Memos\AFSCME Resolution for 2007-20010 COMMAN & LANGUAGE & FOR EXECUTION

City Attorney Date

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

MAYOR DAVID DERMER,

DATE: SEPTEMBER 6, 2006

MEMBERS OF THE CITY COMMISSION CITY MANAGER JORGE M. GONZALEZ

FROM:

CITY ATTORNEY JOSE SMITH

**SUBJECT:** 

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY OF MIAMI BEACH'S CHARTER AND RELATED SPECIAL ACTS SHOULD BE AMENDED TO CHANGE THE TERM OF APPOINTMENT FOR BOARD OF ADJUSTMENT MEMBERS FROM ONE YEAR TO TWO YEAR STAGGERED TERMS AND TO ESTABLISH AT—WILL MEMBER STATUS

FOR BOARD OF ADJUSTMENT MEMBERS.

Pursuant to referral by the City Commission, on July 27, 2006 the Neighborhoods/Community Affairs Committee considered the issue of placing a ballot question on the City's November 7, 2006 ballot which would change the term of Board of Adjustment members from one year to two year staggered terms; the Committee approved this concept of changing the terms, with the further proposal that Board of Adjustment members serve at the will of the City Commission. Accordingly, the attached Resolution has been drafted calling for a November 7, 2006 Special Election to consider the following ballot question amending the City Charter and Related Special Acts:

# BOARD OF ADJUSTMENT: CHANGING TERMS OF OFFICE AND ESTABLISHING AT-WILL MEMBER STATUS.

SHALL THE CITY OF MIAMI BEACH'S CHARTER/ RELATED SPECIAL ACTS BE AMENDED ACCORDINGLY TO PROVIDE THAT COMMENCING WITH TERMS BEGINNING ON OR AFTER JANUARY 1, 2007, BOARD OF ADJUSTMENT MEMBERS' TERMS SHALL BE CHANGED FROM ONE YEAR TO TWO YEAR STAGGERED TERMS, AND TO EXPAND UPON THE CITY COMMISSION'S AUTHORITY TO REMOVE OR REPLACE SUCH BOARD MEMBERS BY 5/7<sup>th</sup>'s VOTE, WITH SAID MEMBERS SERVING AT THE WILL OF THE CITY COMMISSION?

The attached Resolution is in proper form and is thus ready for the City Commission's review.

F:\atto\OLIJ\ELECTION\RESO\CMEMO\Brd of Adj Terms and Member Status.doc

Agenda Item R7N
Date 9-6-06

RESOL	UTION	I NO.	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY OF MIAMI BEACH'S CHARTER AND RELATED SPECIAL ACTS SHOULD BE AMENDED TO CHANGE THE TERM OF APPOINTMENT FOR BOARD OF ADJUSTMENT MEMBERS FROM ONE YEAR TO TWO YEAR STAGGERED TERMS AND TO ESTABLISH AT—WILL MEMBER STATUS FOR BOARD OF ADJUSTMENT MEMBERS.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

# **SECTION 1.**

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 7, 2006, for the purpose of submitting to the electorate the question as set forth hereinafter.

#### **SECTION 2.**

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

# **SECTION 3.**

That the said voting precincts in the City of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which the official registration books show that the said electors reside.

#### **SECTION 4.**

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 111 Northwest 1st Street, Suite 112, Miami, Florida 33130; Mailing Address: P.O. Box 521550, Doral, Florida 33152-1550; Telephone: (305)375-5553.

# **SECTION 5.**

Not less than thirty days' notice of said Special Election shall be given by publication in a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of §100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach.

#### **SECTION 6.**

The notice of election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 7TH DAY OF NOVEMBER, 2006, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

# BOARD OF ADJUSTMENT: CHANGING TERMS OF OFFICE AND ESTABLISHING AT-WILL MEMBER STATUS.

SHALL THE CITY OF MIAMI BEACH'S CHARTER/ RELATED SPECIAL ACTS BE AMENDED ACCORDINGLY TO PROVIDE THAT COMMENCING WITH TERMS BEGINNING ON OR AFTER JANUARY 1, 2007, BOARD OF ADJUSTMENT MEMBERS' TERMS SHALL BE CHANGED FROM ONE YEAR TO TWO YEAR STAGGERED TERMS, AND TO EXPAND UPON THE CITY COMMISSION'S AUTHORITY TO REMOVE OR REPLACE SUCH BOARD MEMBERS BY 5/7<sup>th</sup>'s VOTE, WITH SAID MEMBERS SERVING AT THE WILL OF THE CITY COMMISSION?

 _ YES
 _ NO

# **SECTION 7.**

That the official ballot to be used in the Special Election to be held on November 7, 2006, hereby called shall be in substantially the following form, to-wit:

# "OFFICIAL BALLOT"

# BOARD OF ADJUSTMENT: CHANGING TERMS OF OFFICE AND ESTABLISHING AT-WILL MEMBER STATUS.

SHALL THE CITY OF MIAMI BEACH'S CHARTER/ RELATED SPECIAL ACTS BE AMENDED ACCORDINGLY TO PROVIDE THAT COMMENCING WITH TERMS BEGINNING ON OR AFTER JANUARY 1, 2007, BOARD OF ADJUSTMENT MEMBERS' TERMS SHALL BE CHANGED FROM ONE YEAR TO TWO YEAR STAGGERED TERMS, AND TO EXPAND UPON THE CITY COMMISSION'S AUTHORITY TO REMOVE OR REPLACE SUCH BOARD MEMBERS BY 5/7<sup>th</sup>'s VOTE, WITH SAID MEMBERS SERVING AT THE WILL OF THE CITY COMMISSION?

 YES
 NO

## **SECTION 8.**

That the absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

# **SECTION 9.**

That the City of Miami Beach shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

# **SECTION 10.**

If any section, sentence, clause or phrase of the proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

# **SECTION 11.**

This resolution shall be effective immediately upon its passage.

PASSED and ADOPTED this 6th day of September, 2006.

ATTEST:	MAYOR	
CITY CLERK		

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

# PROPOSED BALLOT QUESTION AND TEXT – NOVEMBER 7, 2006 SPECIAL ELECTION

# I. PROPOSED BALLOT QUESTION

# BOARD OF ADJUSTMENT: CHANGING TERMS OF OFFICE AND ESTABLISHING AT-WILL MEMBER STATUS.

SHALL THE CITY OF MIAMI BEACH'S CHARTER/ RELATED SPECIAL ACTS BE AMENDED ACCORDINGLY TO PROVIDE THAT COMMENCING WITH TERMS BEGINNING ON OR AFTER JANUARY 1, 2007, BOARD OF ADJUSTMENT MEMBERS' TERMS SHALL BE CHANGED FROM ONE YEAR TO TWO YEAR STAGGERED TERMS, AND TO EXPAND UPON THE CITY COMMISSION'S AUTHORITY TO REMOVE OR REPLACE SUCH BOARD MEMBERS BY 5/7<sup>th</sup>'s VOTE, WITH SAID MEMBERS SERVING AT THE WILL OF THE CITY COMMISSION?

 _ YES
 NO

# II. PROPOSED RELATED SPECIAL ACTS TEXT

Sec. 2. Appointment, composition and duties of board of adjustment.

The board of adjustment shall consist of seven voting members.

The members shall consist of the following:

One member shall be appointed from one of the following professions or callings: Law, architecture, engineering, real estate development, certified public accounting, financial consultation, and general business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community, and each member shall be bound by the requirements of the Conflict of Interest Ordinance of the city and shall, commencing with terms beginning on or after January 1, 2007, be subject to summary removal or replacement from office for any reason (including the violation of the terms thereof), at the will of the City Commission by a five-sevenths vote. No member shall have any financial or other interest in any matter coming before the board. Members shall be appointed for a term of one year two year staggered term by a five-sevenths vote of the city commission. Members of the board of adjustment must be either residents or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the board of adjustment.

Such board of adjustment shall hear and decide appeals from, and review, any order, requirements, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance of the City of Miami Beach. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of said Zoning Ordinance, the board of adjustment shall have the power in passing upon appeals, to vary or modify any regulations or provisions of such ordinance relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. In no case shall the board have any power to amend the Zoning Ordinance with reference to the use of land, or jurisdiction over any request for variance which shall constitute an amendment to the Zoning Ordinance as to the use of land. The board shall fix a reasonable time for the hearing of any matter before it and shall give due notice thereof to the parties.

Upon the hearing, any person may appear in person or by agent or by attorney. The board may require that all testimony given before it shall be under oath. Any order or decision of the board of adjustment shall require an affirmative five-sevenths vote of the board. The decision of the board of adjustment shall be final and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.

All variance requests shall be first submitted to the city attorney for a determination whether the requested variance is properly such, and does not constitute a change or amendment to the Zoning Ordinance. The jurisdiction of the board of adjustment shall not attach unless and until the board has before it a written certificate of the city attorney that the subject matter of the request is properly before the board. The separate written recommendations of the planning and zoning director and of the public works director shall be before the board prior to its consideration of any matter before it.

(Laws of Fla., 1923, Ch. 9837, § 7; election of 5-29-62; election of 11-5-68; election of 4-23-70; election of 3-8-77; election of 11-1-77; Res. No. 2003-25391, election of 11-4-03)

# III. PROPOSED CHARTER TEXT

Sec. 8.09 Removal or Replacement of Board of Adjustment Members.

Commencing with terms beginning on or after, January 1, 2007, any member of the Board of Adjustment shall be subject to summary removal or replacement from office for any reason at the will of the City Commission by a five-sevenths vote.

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

MAYOR DAVID DERMER,

DATE: SEPTEMBER 6, 2006

MEMBERS OF THE CITY COMMISSION

CITY MANAGER JORGE M. GONZALEZ

FROM:

CITY ATTORNEY JOSE SMITH

**SUBJECT:** 

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY OF MIAMI BEACH'S RELATED SPECIAL ACTS SECTION 2 REGARDING BOARD OF ADJUSTMENT SHOULD BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS).

At the request of Commissioner Matti Bower, on July 12, 2006 the City Commission considered a proposed ballot measure for the City's November 7, 2006 ballot which would restrict the Board of

proposed ballot measure for the City's November 7, 2006 ballot which would restrict the Board of Adjustment's power to grant height variances—the Commission referred this matter to the Land Use Committee, and at its meeting of August 16, 2006, the Land Use Committee recommended that the Board of Adjustment be prohibited from granting any height variance greater than 3 feet, and that the Board be prohibited from granting any variance from a property's allowable number of stories (floors). Accordingly, the attached Resolution has been drafted calling for a November 7, 2006 Special Election to consider the following ballot question amending the City's Special Related Special Acts:

# BOARD OF ADJUSTMENT: RESTRICTING CERTAIN HEIGHT VARIANCES AND STORY (FLOOR) VARIANCES

SHALL THE CITY'S RELATED SPECIAL ACTS, SECTION 2 REGARDING "BOARD OF ADJUSTMENT" BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS)?

The attached Resolution is in proper form and is thus ready for the City Commission's review.

Agenda Item R70
Date 9-6-06

R	ES	OΙ	UTION	NO	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY OF MIAMI BEACH'S RELATED SPECIAL ACTS SECTION 2 REGARDING BOARD OF ADJUSTMENT SHOULD BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

### **SECTION 1.**

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 7, 2006, for the purpose of submitting to the electorate the question as set forth hereinafter.

# **SECTION 2.**

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

# **SECTION 3.**

That the said voting precincts in the City of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which the official registration books show that the said electors reside.

#### **SECTION 4.**

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 111 Northwest 1st Street, Suite 112, Miami, Florida 33130; Mailing Address: P.O. Box 521550, Doral, Florida 33152-1550; Telephone: (305)375-5553.

#### SECTION 5.

Not less than thirty days' notice of said Special Election shall be given by publication in a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of §100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach.

#### **SECTION 6.**

The notice of election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 7TH DAY OF NOVEMBER, 2006, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

# BOARD OF ADJUSTMENT: RESTRICTING CERTAIN HEIGHT VARIANCES AND STORY (FLOOR) VARIANCES

SHALL THE CITY'S RELATED SPECIAL ACTS, SECTION 2 REGARDING "BOARD OF ADJUSTMENT" BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS)?

YES
NO

#### SECTION 7.

That the official ballot to be used in the Special Election to be held on November 7, 2006, hereby called shall be in substantially the following form, to-wit:

#### "OFFICIAL BALLOT"

# BOARD OF ADJUSTMENT: RESTRICTING CERTAIN HEIGHT VARIANCES AND STORY (FLOOR) VARIANCES

SHALL THE CITY'S RELATED SPECIAL ACTS, SECTION 2 REGARDING "BOARD OF ADJUSTMENT" BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS)?

<u> </u>	YES
	NO

#### **SECTION 8.**

That the absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

# **SECTION 9.**

That the City of Miami Beach shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

# **SECTION 10.**

If any section, sentence, clause or phrase of the proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

# **SECTION 11.**

This resolution shall be effective immediately upon its passage.

PASSED and ADOPTED this 6th day of September, 2006.

ATTEST:	MAYOR	
CITY CLERK		
	APPROVED AS TO	

# PROPOSED BALLOT QUESTION AND TEXT – NOVEMBER 7, 2006 SPECIAL ELECTION

# I. PROPOSED BALLOT QUESTION

# BOARD OF ADJUSTMENT: RESTRICTING CERTAIN HEIGHT VARIANCES AND STORY (FLOOR) VARIANCES

SHALL THE CITY'S RELATED SPECIAL ACTS, SECTION 2 REGARDING "BOARD OF ADJUSTMENT" BE AMENDED TO PROHIBIT THE BOARD FROM GRANTING ANY HEIGHT VARIANCE GREATER THAN 3 FEET OR ANY VARIANCE FROM A PROPERTY'S ALLOWABLE NUMBER OF STORIES (FLOORS)?

#### II. PROPOSED RELATED SPECIAL ACTS TEXT

Sec. 2. Appointment, composition and duties of board of adjustment.

The board of adjustment shall consist of seven voting members.

The members shall consist of the following:

One member shall be appointed from one of the following professions or callings: Law, architecture, engineering, real estate development, certified public accounting, financial consultation, and general business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community, and each member shall be bound by the requirements of the Conflict of Interest Ordinance of the city and shall be subject to removal from office for the violation of the terms thereof. No member shall have any financial or other interest in any matter coming before the board. Members shall be appointed for a term of one year by a five-sevenths vote of the city commission. Members of the board of adjustment must be either residents or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the board of adjustment.

Such board of adjustment shall hear and decide appeals from, and review, any order, requirements, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance of the City of Miami Beach. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of said Zoning Ordinance, the board of adjustment shall have the power in passing upon appeals, to vary or modify any regulations or provisions of such ordinance relating to the use, construction, or alteration of buildings or structures, or the use of land, so that the spirit of the Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. In no case shall the board have any power to amend the Zoning Ordinance with reference to the use of land, or jurisdiction over any request for variance which shall constitute an amendment to the Zoning Ordinance as to the use of land, nor shall the board have power to grant a height variance greater than 3 feet or any variance from a property's allowable number of stories

(floors). The board shall fix a reasonable time for the hearing of any matter before it and shall give due notice thereof to the parties.

Upon the hearing, any person may appear in person or by agent or by attorney. The board may require that all testimony given before it shall be under oath. Any order or decision of the board of adjustment shall require an affirmative five-sevenths vote of the board. The decision of the board of adjustment shall be final, and there shall be no further review thereof except by resort to a court of competent jurisdiction by petition for writ of certiorari.

All variance requests shall be first submitted to the city attorney for a determination whether the requested variance is properly such, and does not constitute a change or amendment to the Zoning Ordinance. The jurisdiction of the board of adjustment shall not attach unless and until the board has before it a written certificate of the city attorney that the subject matter of the request is properly before the board. The separate written recommendations of the planning and zoning director and of the public works director shall be before the board prior to its consideration of any matter before it.

(Laws of Fla., 1923, ch. 9837, § 7; election of 5-29-62; election of 11-5-68; election of 4-23-70; election of 3-8-77; election of 11-1-77; Res. No. 2003-25391, election of 11-4-03)

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#### **Condensed Title:**

A resolution approving an expenditure of up to \$50,000 for the public purpose of informing and educating Miami Beach voters about the City ballot question(s) on the November 7, 2006 Special Election ballot.

**Key Intended Outcome Supported:** 

Enhance external and internal communication from and within the City.

#### Issue:

Shall the City Commission approve the expenditure of funds in order to educate voters of the City of Miami Beach?

Item Summary/Recommendation:

On the November 7, 2006 City of Miami Beach Special Election ballot the voters of the City of Miami Beach will be presented with City ballot question(s). In an effort to explain and educate the voters on each of these questions through a voter's guide and other means, the Administration is requesting approval to spend up to \$50,000. This expenditure may include video production, printing, graphics, translation services, layout, mailing, advertising and other miscellaneous costs.

The Administration recommends approval of the resolution.

### **Advisory Board Recommendation:**

N/A

**Financial Information:** 

Source of		Amount	Account	Approved
Funds:	1	\$50,000	General Fund Operating Contingency for FY 2005- 2006.	
	2			
	3			
	4			
OBPI	Total	\$50,000		

**Financial Impact Summary:** 

City Clerk's Office Legislative Tracking:

Robert Parcher, City Clerk's Office

Sian-Offs:

Olgin Ollo:		
Department Director	Assistant City Manager	City Manager
Ref	Harnara	Hornand
T:\AGENDA\2006\sep0606\consent\ballo	t education-summary.doc	



AGENDA ITEM R7P



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: JUSTINE M. Gonzalez, City Manager

DATE: September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND MEMBERS OF THE CITY COMMISSION

APPROVING AN EXPENDITURE OF UP TO \$50,000 FROM THE GENERAL FUND OPERATING CONTINGENCY FOR FISCAL YEAR 2005/06 FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE CITY OF MIAMI BEACH ABOUT THE CITY BALLOT QUESTION(S) ON THE NOVEMBER 7, 2006 SPECIAL ELECTION BALLOT IN ORDER TO ACHIEVE A

MORE INFORMED ELECTORATE VOTE.

#### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

#### **ANALYSIS**

On the November 7, 2006 City of Miami Beach Special Election ballot the voters of the City of Miami Beach will be presented with City ballot question(s). The following is a list of questions:

#### **Ballot Question No. 1**

Public vote prior to transfer of city interest in public beach right of ways

Shall Miami Beach City Charter Section 1.03 be amended to require voter approval prior to the sale, exchange, conveyance, lease, or other transfer of any City interest in public beach right of ways (extending eastward from Collins Avenue/Ocean Drive to the erosion control line), excluding permits of no greater than one year, and excluding the sale, exchange, conveyance, lease or other transfers not exceeding 10% in width of such public beach right of ways?

#### **Ballot Question No. 2**

Resolution calling for this question to be on the November 7, 2006 Ballot is on the September 6, 2006 Commission Agenda.

Board of Adjustment: restricting certain height variances and story (floor) variances

Shall the City's Related Special Acts, Section 2 regarding "Board of Adjustment" be amended to prohibit the board from granting any height variance greater than 3 feet or any variance from a property's allowable number of stories (floors)?

#### **Ballot Question No. 3**

Resolution calling for this question to be on the November 7, 2006 Ballot is on the September 6, 2006 Commission Agenda.

Board of Adjustment: changing terms of office and establishing at-will member status

Shall the City of Miami Beach's Charter/Related Special Acts be amended accordingly to provide that commencing with terms beginning on or after January 1, 2007, Board of Adjustment members' terms shall be changed from one year to two year staggered terms, and to expand upon the City Commission's authority to remove or replace such board members by 5/7<sup>th</sup>'s vote, with said members serving at the will of the City Commission?

In an effort to explain and educate Miami Beach voters on each of these questions through a voter's guide and other means, the Administration is requesting approval to spend up to \$50,000. This expenditure may include video production, printing, graphics, translation services, layout, mailing, advertising and other miscellaneous costs.

In addition, this expenditure will serve a public purpose given the City's reasonable expectation that these educational efforts will result in a more informed electorate vote, benefiting the public good.

## **CONCLUSION**

The Administration recommends that the Mayor and City Commission approve and appropriate an expenditure of up to \$50,000 to inform and educate the voters of the City of Miami Beach of the ballot question(s) on the November 7, 2006 Special Election.

JMG/REP/lh

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# **RESOLUTION TO BE SUBMITTED**

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#### Condensed Title:

A Resolution approving a Management and Operation Agreement between the City and Unidad for the operation of the North Beach Senior Center to be located at the 72<sup>nd</sup> Street Community Center.

#### **Key Intended Outcome Supported:**

Increase satisfaction with Recreational Programs. Increase community rating of cultural activities.

#### lssue:

Shall the City approve a Management and Operation Agreement between the City and Unidad for the operation of the North Beach Senior Center?

# Item Summary/Recommendation:

The City has identified in its Five Year Consolidated Plan (Years 2003-2007) a high priority need for senior services and a senior oriented community center in the north part of the City. The Consolidated Plan identifies that while there are scattered individual service providers for certain senior services including the City of Miami Beach, there is no one center or agency that undertakes a coordinated and wide range of services for seniors.

A Senior Center facility concept has been developed to the point where a Management and Operation Agreement between the City and Unidad to operate a North Beach Senior Center has been developed and is being presented to the City Commission for review and approval.

Unidad is being recommended as the non-profit agency to serve as the North Beach Senior Center Manager on behalf of the City as they have had a long history in the community of successfully operating programs. Unidad has successfully been operating in the City of Miami Beach continuously since 1993.

The North Beach Senior Center will provide a much needed comprehensive senior center in the community of greatest need in Miami Beach, designed to serve the low-income, predominantly Hispanic immigrant population who will benefit from the full range of services that will be available at the facility. There are 24,776 people over age 55 in Miami Beach according to the last Census. The census data on the northern target area of Miami Beach shows approximately 8,677 low/modest-income persons residing in the relevant census tracts. Experience, backed by Florida demographics, places the senior (55+) proportion of this population at approximately least 82%. This yields a potential low/moderate income clientele of 7,200 seniors in the North Beach community. Based on Unidad's experience in serving this population, it is projected that the Senior Center would service a minimum of 1,000 seniors not currently served with a full slate of program activities during the first 12 months of operation.

The Agreement calls for Unidad to renovate the 72<sup>nd</sup> Street Community Center to house the Senior Center. CDBG and Resort Tax will be the principal source for renovation expenses.

The North Beach Senior Center is an exciting project for the community as it provides both a facility focal point and a quality service delivery agency to address a population of the City that has historically been under served. Unidad has both the programmatic experience and the skills and resources necessary to address this very important service for the community. Further, the revitalization of the 72<sup>nd</sup> Street Community Center facility into the Senior Center and a multi-purpose community use facility will add significantly to the overall renovation of the North Beach community.

It is recommended that the Mayor and City Commission approve the Resolution which authorizes a Management and Operation Agreement between the City of Miami Beach and Unidad for operation of the North Beach Senior Center.

#### Financial Information:

Source of	Amoun	nt Account	Approved
Funds:	1 \$500,000	Resort Tax	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
OBPY	<b>Total</b> \$500,000		

Sian-Offs:

Department Director Assistant City Ma	anager City Manager	
		-
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AGENDA ITEM R7Q



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH. FLORIDIA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MANAGEMENT AND OPERATION AGREEMENT BETWEEN THE CITY AND UNIDAD OF MIAMI BEACH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE MANAGEMENT, COORDINATION. MAINTENANCE, AND OPERATION OF THE CITY FACILITY CURRENTLY KNOWN AS THE NORTH SHORE COMMUNITY CENTER. LOCATED AT 7521 COLLINS AVENUE, MIAMI BEACH, FLORIDA, AS A COMPREHENSIVE SENIOR CENTER (TO BE KNOWN AS THE "NORTH BEACH SENIOR CENTER"). WHICH WILL PROVIDE A FULL RANGE OF SERVICES INCLUDING SOCIAL SERVICES, EMPLOYMENT SERVICES AND TRAINING, COUNSELING, HEALTH INFORMATION, NUTRITION, AND RECREATIONAL AND CULTURAL FOR THE SENIOR COMMUNITY, AS WELL AS PERIODIC CULTURAL AND OTHER SPECIAL EVENT PROGRAMMING FOR THE BENEFIT OF THE RESIDENTS AND VISITORS OF MIAMI BEACH; IN ORDER TO ALLOW UNIDAD TO MAXIMIZE ITS ELIGIBILITY AND OPPORTUNITIES FOR FUNDING ASSISTANCE TO ENSURE THAT THE "NORTH BEACH SENIOR CENTER" ACHIEVES AND MAINTAINS THE HIGHEST LEVEL OF SERVICE AND **MAXIMIZES** ITS **GOALS AND PRIORITIES** AND **PROGRAMMING** OPPORTUNITIES, SAID AGREEMENT TO HAVE AN INITIAL TERM OF FORTY (40) YEARS, WITH FOUR (4) TEN (10) YEAR RENEWAL OPTIONS; PROVIDED FURTHER THAT, AS CONSIDERATION FOR THE CITY'S APPROVAL AND EXECUTION OF THIS AGREEMENT, AND AS A CONDITION THEREOF, UNIDAD SHALL COMMIT TO MANAGE, OPERATE, AND MAINTAIN THE SENIOR CENTER AND THE SENIOR CENTER, AT ITS SOLE COST AND EXPENSE, AND SHALL FURTHER COMMIT TO ASSIST THE CITY IN THE PROPOSED CAPITAL IMPROVEMENTS AND RENOVATION OF THE FACILITY (THE PROPOSED IMPROVEMENTS) AS FOLLOWS: 1) COMMITMENT OF UNIDAD FUNDS, IN AN AMOUNT NOT LESS THAN \$500,000: 2) PROCEED WITH THE PROCUREMENT OF DESIGN SERVICES FOR THE PROPOSED IMPROVEMENTS, IN ACCORDANCE WITH IN ACCORDANCE WITH PLANS AND SPECIFICATIONS WHICH WILL BE APPROVED AND PERMITTED BY THE CITY; AND 3) BASED ON THE APPROVED AND PERMITTED PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS, PROSECUTE CONSTRUCTION OF THE IMPROVEMENTS.

#### ADMINISTRATION RECOMMENDATION

Adopt the Resolution approving the Management and Operation Agreement between the City of Miami Beach and Unidad of Miami Beach, Inc. for the North Beach Senior Center.

#### **ANALYSIS**

The City has identified in its Five Year Consolidated Plan (Years 2003-2007) a high priority need for senior services and a senior oriented community center in the north part of the City. The Consolidated Plan identifies that while there are scattered individual service providers for certain senior services including the City of Miami Beach, there is no one center or agency that undertakes a coordinated and wide range of services for seniors.

In 2004, Unidad of Miami Beach, Inc. began to explore the feasibility of creating a senior service center and made application to the City's Community Development Block Grant Program (CDBG) for funding assistance with acquisition of a facility. Funds were granted to Unidad both in 2004 and 2005 by the City's CDBG Program in order to assist with their acquisition of a property that would serve as a senior center in the north part of our community.

During this time period, Unidad was also securing funding from Miami-Dade County to assist in the project development. While funding was successfully being assembled for the project, there was difficulty in identifying a suitable facility in the North Beach area that would address the programmatic needs for a Senior Services Center.

In 2005, the City suggested to Unidad that joint development of the 72<sup>nd</sup> Street Community Center might serve a variety of purposes including that being pursued by Unidad for a Senior Services Center. This idea and concept was embraced by Unidad and planning for the full development of the 72<sup>nd</sup> Street Community Center was pursued in earnest by Unidad from that point forward.

The Senior Center concept has been developed to the point where a Management and Operation Agreement between the City and Unidad to operate a North Beach Senior Center has been developed and is being presented to the City Commission for review and approval.

Unidad is being recommended as the non-profit agency to serve as the North Beach Senior Center Manager on behalf of the City as they have had a long history in the community of successfully operating programs. Unidad has successfully been operating in the City of Miami Beach continuously since 1993.

The origin of UNIDAD traces back to a movement of Hispanic Americans in Miami Beach to address the lack of representation and services for all local residents. UNIDAD of Miami Beach, Inc. was founded in late 1993 by a coalition of concerned community activists determined work for change on several fronts. Not long after launching efforts to encourage greater civic participation by Hispanic-Americans, UNIDAD identified another urgent priority: many Hispanic immigrants and other low to moderate income residents in Miami Beach were not receiving adequate social and public services. To deliver such services in a culturally sensitive fashion, in 1995 UNIDAD developed the Miami Beach Hispanic Community Center (MBHCC).

Throughout this time, the organization was overwhelmed with residents asking for help, but was hindered by the lack of adequate space and a permanent home. In response, the community supported efforts to help acquire and renovate a historic coral rock building, slated for demolition, to serve as the permanent home of the Miami Beach Hispanic Community Center. A \$200,000 initial grant from the Community Development Block Grant

program of the City of Miami Beach, combined with another \$400,000 in donations raised from the community and other government agencies, made it possible to move the structure ten blocks to its present location at 1701 Normandy Drive. The funding also covered substantial work on the Coral Rock House to restore its original historic interior design. This important landmark now serves as the administrative center, the offices of Senior Aides and Refugee employment programs, and as an excellent venue for community cultural, literary, and social events.

During a three-year period of growth and expansion (1997-2000), the agency built a permanent foundation for social services in Miami Beach. As public recognition grew, a seed grant of \$30,000 from the City's Department of Redevelopment, matched by another \$30,000 from the Miami Beach Housing Authority helped to launch employment and career placement services. The initial employment training and placement program linked many Hispanic and non-Hispanic residents with jobs in Miami Beach and Countywide businesses. The hard work of staff led to a successful program, which received ongoing funding from South Florida Workforce Investment Board, and won Title V federal funding for the Senior Aides program through Senior Service of America and the State of Florida Department of Elderly Affairs. This program provides employment training through placements in various non-profit and government agencies for over 100 seniors, and then places those trained in private sector jobs.

The new millennium found the organization expanding the employment program to a full One-Stop Career Center in South Beach. The City of Miami Beach, which in a November 2000 vote of the city commission, agreed to provide 5,000 square feet of space rent-free for ten years, at the South Shore Activities Center for use by the One-Stop Career Center. Most recently, the One Stop Center has undergone a 1 million dollar renovation designed to enhance the customer's experience. The agency now receives funding from South Florida Workforce for the Career Center operations, a Refugee employment-training program and an innovative and exciting youth leadership and workforce development initiative. Recently developed programs include: 1) a dental screening and treatment program for elementary school children in Miami Beach in collaboration with the North Beach Health Coalition; 2) a nutrition and fitness program for elementary school children; and 3) a number of significant arts and cultural events, including "Nuestra Herencia County Department of Cultural Affairs and the Miami Beach Cultural Arts Council.

For over a decade, the organization's leadership, management team and staff have worked to make the agency one of the most significant neighborhood providers of needed community services. The agency's budget for 2006-2007 is approximately \$2.5 million, with over 40 employees. The following achievements are of note: Last year, 4,366 residents made use of Unidad's information and referral services. The South Florida Workforce Miami Beach One Stop Career Center provides a multitude of services to approximately 3,400 unduplicated clients each year (with a total of 16,400 service visits annually) including unemployment, welfare transition, veteran, disabled, refugee and youth populations. Our award winning senior aides program has employed over 500 seniors at 81 non-profit agencies. An intensive nutrition and fitness education program is offered in elementary school classrooms with 1,708 children and 251 parents participating annually. A dental screening and treatment program provided screenings for close to 1500 elementary school children this last year, with 92.5% exhibiting the need for cleanings and/or treatment. The New Generation Leadership and Workforce Institute provide an exciting and innovative program for approximately 250 at-risk youth each year with 75 participating in the Summer Institutes. Various cultural arts programs are also offered throughout the year.

The North Beach Senior Center will provide a much-needed comprehensive senior center in the community of greatest need in Miami Beach, designed to serve the low-income, predominantly Hispanic immigrant population who will benefit from the full range of services that will be available at the facility. There are 24,776 people over age 55 in Miami Beach

that will be available at the facility. There are 24,776 people over age 55 in Miami Beach according to the last Census. The census data on the northern target area of Miami Beach shows approximately 8,677 low/moderate-income persons residing in the relevant census tracts. Experience, backed by Florida demographics, places the senior (55+) proportion of this population at approximately least 82%. This yields a potential low/moderate income clientele of 7,200 seniors in the North Beach community. Based on Unidad's experience in serving this population, it is projected that the Senior Center would serve a minimum of 1,000 seniors not currently served with a full slate of program activities during the first 12 months of operation.

The North Beach Senior Center will draw upon UNIDAD's proven record of accomplishment in providing senior employment services, cultural enrichment programming, and immigration/acculturation services. The North Beach community has a concentration of low-income seniors, mostly Hispanic immigrants, who face challenges of cultural isolation, poverty, and lack of culturally sensitive access to social services. The Center will offer low-income seniors a range of activities and services, including nutritious meals, employment training and placement, counseling, support groups, health information, nutrition/health screenings and assistance with immigration-related issues. In addition, the Center will provide opportunities for cultural enrichment, exercise/fitness classes, and social interaction, all of which are significant factors in an active lifestyle correlated with greater longevity and good health. The proposed location offers ready pedestrian and public transit access for seniors in the North Beach community.

The North Beach Senior Center which is proposed to be operated by UNIDAD under the Management Agreement will be the only center servicing seniors in the North Beach community.

The Management and Operations Agreement between the City and Unidad for the North Beach Senior Center anticipates a long term management agreement with an initial term of forty years and provisions for renewals of four (4) ten (10) year periods under the terms and conditions contained within the Agreement.

The length of duration of the Agreement is suggested as a means to assure a long term commitment and continuity for this very important service area. It is significant that Unidad is willing to accept this responsibility. The Agreement duration is also supported by the significance of the capital investment and the need to plan long term to solicit/raise or obtain operating funds for the Center. A longer term Agreement will enable Unidad to secure funding more readily in order to continue to provide services at the Center.

In addition to functioning as a Senior Center, Unidad anticipates and the Agreement recognizes that there are broader multi-purpose community activities that can and should be addressed in the facility. Activities can be undertaken in conjunction with the operation of a renovated band shell, community meeting rooms would be available and activity areas for community special events can be provided when not being used for its primary use, which is providing senior services. It would also be anticipated that the existing public restrooms would be renovated as part of the overall facility.

Unidad has retained the services of an architect and developed a concept for the building that will be presented to the City Commission for review and approval. The Agreement anticipates that a minimum of \$1,000,000.00 will be pledged to the building renovation of which Unidad will contribute a minimum of \$500,000.00, the City will contribute a minimum of \$500,000.00 for resort tax eligible improvements and the \$550,000.00 in CBDG authorized funds from the City will be assigned to the project. Further, funds that have been authorized for repair of the roof by FEMA as a result of hurricane damage will be applied to the final structure upon its renovation as the North Beach Senior Center. This will add approximately \$150,000.00 to the project total.

The Management Agreement anticipates that the improvements will be designed and constructed by Unidad with proper City regulatory review and oversight. The construction of the Center is to commence no later than 60 days after permits and required regulatory approvals are received.

The Agreement provides that day to day maintenance and upkeep is the responsibility of Unidad, while the City would retain the responsibility for the more significant capital repairs such as the roof, HVAC and mechanical and electrical systems.

The agreement provides that annually Unidad will submit an operating budget for review by the City Manager, which shall include programming to be provided. The Agreement also provides that an annual report be submitted by Unidad that details the activities and events undertaken and participation rates.

The Management Agreement contains sections with the traditional requirements of an Agreement dealing with insurance, issues of default or cancellation, indemnification and other important components of the relationship which would be entered into by the two parties. Both Unidad and the City's Legal Department have reviewed and approved the attached Management and Operations Agreement as legally sufficient and addressing the specifics of this suggested project.

#### CONCLUSION

The North Beach Senior Center is an exciting project for the community as it provides both a facility focal point and a quality service delivery agency to address a population of the City that has historically been under served. Unidad has both the programmatic experience and the skills and resources necessary to address this very important service for the community. Further, the revitalization of the 72<sup>nd</sup> Street Community Center facility into the Senior Center and a multi-purpose community use facility will add significantly to the overall renovation of the North Beach community.

It is recommended that the Mayor and City Commission approve the Resolution which authorizes a Management and Operation Agreement between the City of Miami Beach and Unidad for operation of the North Beach Senior Center.

JMGXRCM\sam

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# MANAGEMENT AGREEMENT BETWEEN

### THE CITY OF MIAMI BEACH, FLORIDA

#### **AND**

# UNIDAD OF MIAMI BEACH, INC.

#### FOR THE

#### NORTH BEACH SENIOR CENTER

THIS AGREEMENT, is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2006, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida (the City), and UNIDAD of Miami Beach, Inc., a Florida not-for-profit corporation, whose principal office is located at 1701 Normandy Drive, Miami Beach, Florida, 33141, Miami Beach, Florida 33139-1821 (UNIDAD).

### WITNESSETH

#### **RECITALS:**

WHEREAS, the City is the owner of that certain facility currently referred to as the North Shore Community Center (and hereinafter referred to as the Senior Center or, in the alternative, the Premises), located at 7251 Collins Avenue, Miami Beach, Florida 33139; and

WHEREAS, the City, through its Five Year Consolidated Plan (2003 through 2007), has noted a continued "high priority" need for senior services and senior oriented community centers; and

WHEREAS, UNIDAD is a Florida not-for-profit corporation which has developed a proven track record in providing senior employment services, senior training and related elderly services; and

WHEREAS, the City is desirous of forging a partnership with UNIDAD to manage a comprehensive senior center on the Premises, and has deemed that it would be in the City's best interest to utilize UNIDAD's prior expertise and skills in developing programming in this Senior Center; and

WHEREAS, in particular, the North Beach community has been identified as an area in high need and low supply of senior programming and has, through a community consensus process, identified the creation of a senior center as a top priority, as part of the revitalization of the North Beach park corridor;

WHEREAS, the City has identified the Premises as an ideal facility for the proposed Senior Center; the facility is in proximity to both Normandy Drive and Collins Avenue, providing ready pedestrian access for seniors in the North Beach community, and adjacent barrier island communities; and

WHEREAS, the proposed Senior Center will attract seniors to participate by offering a range of wholesome activities; seniors involved at the Center will become familiar with a full range of social services, including employment, counseling, support groups, health information, nutrition, and cultural offerings; and

WHEREAS, concurrent with its desire to engage UNIDAD in the programming of a comprehensive senior center, and in order to effectively and fully accomplish such purpose(s), the City has also identified the need for capital improvements to the Senior Center and has committed to appropriating funds for the renovation and rehabilitation of the Senior Center; and

WHEREAS, rather than independently seek out and purchase a building, and rehabilitate and program a comprehensive senior center on its own, using its own funding and technical and intellectual resources, UNIDAD has been engaged in discussions with the City with regard to the aforestated "partnership of resources", and is ready, willing and able to contribute substantial financial resources, obtained through Federal capital grant programs administered by the City and Miami-Dade County, toward augmenting the City's proposed capital renovation and improvement of the Senior Center, in order to develop and operate a full service multi-purpose facility; and

WHEREAS, the City is desirous that UNIDAD play a primary role in the operation and management of the proposed Senior Center, as set forth in the terms and conditions of this Agreement, and

WHEREAS, in order to optimize its ability to raise monies, through public grant programs and/or such other sources as may be available to it, it is vital that UNIDAD (and the City) demonstrate a long-term commitment toward the parties' intended use and programming of the Premises as a comprehensive senior center; to that end, UNIDAD has requested, and the City has

deemed it in the best interest of the public, particularly the City's elderly population, that the foregoing Agreement have as long a term as possible.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

#### **SECTION 1.**

The City hereby grants to UNIDAD, and UNIDAD hereby accepts from the City, this Agreement for the exclusive use, management, coordination, and operation of the Premises, as more fully described and delineated in the sketch attached hereto and incorporated herein as Exhibit "A", in conformance with the purposes and for the period stated herein, and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

#### **SECTION 2.** TERM.

This Agreement shall be for an initial term of forty (40) years, commencing on the 30<sup>th</sup> day of September, 2006, and ending on the 29<sup>th</sup> day of September, 2046.

At the expiration of the initial term herein, and provided that (i) UNIDAD is in good standing and free from default hereunder, and (ii) UNIDAD continues to operate and manage the Senior Center in accordance with the approved uses (as hereinafter defined) and for the stated purposes herein, this Agreement shall be automatically renewed for a maximum of four (4) additional ten (10) year terms, under all of the terms and conditions contained herein.

In the event that UNIDAD determines not to renew the Agreement, it shall notify the City of same, in writing, no less than one (1) year prior to the end of the initial term, or a renewal term, as the case may be.

#### **SECTION 3.** PREMISES.

The Premises subject to this Agreement shall be those facilities and spaces more specifically described in Exhibit "A", attached and incorporated herein. Subject to the terms of this Agreement, UNIDAD shall have the primary use and occupation of the Premises and shall be responsible for its management, operation, programming, and maintenance.

UNIDAD acknowledges that it has examined the Premises and knows the condition thereof and accepts the Premises in its present condition, "as is," and without any representations or warranties of any kind or nature whatsoever by City as to its condition or as to the use or occupancy which may be made thereof.

## SECTION 4. GOALS AND PRIORITIES/APPROVED USES.

- 4.1 In keeping with the high priority cited in the City of Miami Beach Five-Year Consolidated Plan (2003-2007), for the need in the City for senior services and senior centers, the parties hereto recognize and acknowledge the vital need for a comprehensive senior activity and community center, particularly within the North Beach community.
- 4.2 The North Beach community is home to a large concentration of seniors, many of whom are low-income seniors. Seniors, in general, and low-income seniors in particular, are vulnerable to cultural and social isolation, to misinformation and exploitation, and to ignorance of services available to them. The Senior Center will offer an attractive facility and program where seniors will want to come for its variety of social, recreational, and cultural activities. While at the Senior Center, seniors will discover a range of services -- counseling, employment, nutrition, and health support services -- which will address the issues most frequently faced by seniors. UNIDAD and the City have identified that the need is particularly acute for a Center which is not exclusively a feeding center nor a day care center for seniors, but rather a magnet center which will attract seniors through wholesome activities who would otherwise not connect with the services which should be available to them.
- 4.3 The parties hereto have determined that it is in the City's best interest to bring together the City's resources, together with UNIDAD's proven track record in operating senior employment, cultural enrichment, and related senior services, as well as UNIDAD's intended funding contributions (to supplement the City's proposed funding contribution) and UNIDAD's commitment to manage and operate the Premises, at its sole cost and expense; all toward the development and management of a comprehensive senior center.

The goal and priorities which the Senior Center's programs will attain include the following:

• Enhanced access to employment training and placement opportunities for seniors

- who want and need to work.
- Enhanced access to counseling, to support groups for health issues and nutrition awareness.
- Improved mental and physical health for regular participants in Center programs.
- Enhanced access to social services for low-income seniors, particularly in the North Beach community, including services to victims of discrimination, abuse and neglect.
- A greater range of cultural offerings, particularly those of interest to seniors, which will serve not only North Beach seniors, but also the entire community.
- 4.4 The Senior Center shall be managed and developed as a multi-purpose community resource, centered on the provision of services and programs and the improvement of the quality of life for senior citizens, and which is intended to include, the following programs, services, activities, and uses:
  - Operation of an elderly community service program to provide job placement for seniors;
  - Operation of senior employment training programs;
  - Senior meals center for the North Beach area elderly community (subject to funding availability);
  - Senior recreational activities, classrooms, special interests, lectures, etc.; and
  - Cultural activities and special events.

(hereinafter, all such City approved programs, activities, services, and uses by UNIDAD in and of the Senior Center, whether revenue generating or not, shall be collectively referred herein to as the "uses" and/or the "approved uses") In the event that UNIDAD seeks to use the Senior Center for additional programs, services, activities and uses which are materially different than the approved uses, as specifically enumerated herein, then each such proposed new use shall be subject to the prior written approval of the City which approval, if given at all, shall be at the City's sole discretion, and which shall be memorialized as an amendment to this Agreement. Notwithstanding the preceding sentence, UNIDAD shall not be required to obtain the City's prior written consent if a proposed new use is reasonably related to the approved uses set forth herein; for purposes of this Section 4, the term "reasonably related" shall refer to a proposed new use that

is neither a substantive change in the approved uses, nor represents a material programmatic change in said approved uses.

4.5 The Senior Center shall be used by UNIDAD solely and exclusively for the uses set forth in this Section 4, or such other uses as may be approved by the City. It is understood and agreed that the Senior Center shall be used by UNIDAD during the entire term of this Agreement only for the purposes and/or uses described in (and/or otherwise approved pursuant to) Section 4, and for no other purposes or uses whatsoever. In the event that UNIDAD uses the Senior Center for any purposes and/or uses not expressly permitted in Section 4 herein, such use shall be considered a default under this Agreement and the City shall be entitled to all remedies, including termination of this Agreement, as set forth in Section 27 herein. In addition, notwithstanding any other terms of this Agreement, the City shall be entitled to seek immediate relief, whether at law or equity, to restrain such improper use(s).

# SECTION 5. OPERATION AND MANAGEMENT OF THE SENIOR CENTER.

- 5.1 Subject to the approved uses in Section 4 (as same may be amended from time to time), and the terms, limitations and required approvals contained in this Agreement, UNIDAD is authorized and required, and shall have the exclusive right to:
  - a. Manage and direct the Senior Center and coordinate and supervise all approved uses thereof;
  - b. Maintain and provide for the day-to-day maintenance and housekeeping for the Premises;
  - c. Supervise and direct all Senior Center employees and personnel consistent with the provisions of this Agreement;
  - d. Maintain and supervise detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles. All financial records maintained pursuant to this Agreement shall be retained by UNIDAD as long as such records are required to be retained pursuant to Florida Public Records Law, and shall be made available upon reasonable notice by the City;

- f. UNIDAD will be allowed to book and promote events at the Senior Center, but only at prevailing rates, fees and prices, as shall be approved by the City Manager prior to same. UNIDAD shall require that all users of the Senior Center provide certificates of insurance evidencing appropriate insurance, as required and approved by the City's Risk Manager. Such insurance is to be kept in force at all times by all users and shall name the City and UNIDAD as additional insureds.
- g. Develop and implement programs and activities which support and promote the goals and priorities and approved uses, as set forth in Section 4; and
- h. Coordinate with the City for such public use of the Premises by the City, as set forth in Section 10.2 of the Agreement, which coordination and cooperation shall not be unreasonably withheld. Such public uses of the Premises by the City shall be conducted pursuant to policies and procedures, which shall be established and mutually agreed upon by UNIDAD and the City, within six (6) months of execution of this Agreement by the parties hereto.
- 5.2. The parties agree and acknowledge that, in furtherance of, and consistent with, the goals and priorities and approved uses, UNIDAD and the City may agree to provide certain recreation and leisure activities at the Senior Center that will be programmed through the City's Parks and Recreation Department, or such other provider as the City may reasonably delegate. UNIDAD and the City hereby agree to use best efforts in mutually determining and agreeing upon the time, place, and manner in the coordination of such services and programs within the Senior Center, and further agree that each party will be responsible for its respective costs associated with the provision of said services and programs.
- 5.3 <u>Hours of Operation</u>. The City and UNIDAD herein agree that normal hours of operation for the Senior Center shall be from 10:00 AM to 5:00 PM, Monday through Fridays. The parties recognize and acknowledge that, under certain circumstances (i.e. special events, special

programming, etc.), UNIDAD will be permitted to extend its hours of operation, but in no event shall said hours be shortened without the prior written approval of the City Manager or his designee, which approval shall not be unreasonably withheld.

# SECTION 6. REVENUE FROM SENIOR CENTER RELATED ACTIVITIES/FINANCIAL RECORDS AND REPORTS.

- Revenue from Senior Center Related Activities. The City herein acknowledges that UNIDAD may derive additional revenues from a portion of the uses it conducts upon or from the Premises, including, but not limited to, special events on the Premises, specialty sales, classes, lectures, and sale of food and beverages. UNIDAD herein acknowledges that any and all revenue generating uses conducted upon or from the Premises must be directly related to, consistent with, or used to help fund UNIDAD's management, operation, and maintenance of the Senior Center and, in the event that revenue(s) pertaining to the Senior Center exceed expenses during an annual accounting period, the City and UNIDAD agree that such excess, if any, may also be applied by UNIDAD to support the programming of UNIDAD. Any revenue generating uses conducted upon or from the Premises that are not consistent with the uses in this subsection 6.1, shall first be approved, in writing, by the City Manager or his designee, prior to commencement of same.
- **6.2 Financial Records and Reports.** UNIDAD shall keep on the Premises, or such other place within Miami Dade County, Florida, as approved by the City, true, accurate, and complete records and accounts of all receipts and expenses for any and all uses, services, programs, events, activities, and/or revenue generating activities/operations being conducted and/or transacted upon or from the Premises pursuant to this Agreement and shall give the City, or its designated representative, access during reasonable business hours to examine and audit such records and accounts. Throughout the term of this Agreement, no later than one hundred and twenty (120) days following the closing of UNIDAD's fiscal year (October 1<sup>st</sup> September 30<sup>th</sup>, which is also the City's fiscal year), UNIDAD shall provide the City Manager or his designee, with an annual report of all activities and/or operations conducted pursuant to this Agreement for the prior year, along with

audited financial statements. Said statements shall be certified as true, accurate and complete by UNIDAD and by its certified public accountant.

# SECTION 7. BUDGET AND FUNDING FOR THE SENIOR CENTER.

- 7.1 Throughout the term of this Agreement, UNIDAD shall prepare and present, on October 1st of each City fiscal year (October 1 September 30<sup>th</sup>, which is also UNIDAD's fiscal year) a proposed, detailed line item annual operating budget for the Senior Center, for review by the City Manager and/or his designee. Said budget shall include a projected income and expense statement; projected year end balance sheet; statement of projected income sources; and application of funds. Additionally, the budget shall also include, but not be limited to, the following detailed projections:
  - a. Gross revenues by categories from all revenue sources and revenue generating activities derived from or upon the Senior Center;
  - b. Operating expenses of the Senior Center;
  - c. Administrative, labor and general expenses;
  - d. Marketing, advertising and promotion expenses;
  - e. Utility costs;
  - f. Regular repairs and maintenance costs (to the extent such repairs and maintenance are the responsibility of UNIDAD, as provided herein); and
  - e. In addition to subsection (f) above, identify for the City, such long term capital repairs and maintenance of facility infrastructure (which the City is responsible for, as provided herein); in conjunction with this subsection (f) UNIDAD agrees to allow the City and/or its designee access to the Premises, as the City may deem necessary for the purpose of the City conducting its own facility assessment methodology (as is used by the City in assessing the condition of other City-owned structures including, without limitation, the methodology implemented by the City through the "Vanderbilt Facilities Advisors" (VFA) software).

7.2 <u>Programmatic Plan</u>. Accompanying UNIDAD's proposed annual budget shall be the Senior Center programmatic plan for the upcoming fiscal year, detailing the then-known (planned) uses, activities, events, and operations, and the number of users anticipated.

# **SECTION 8.** [INTENTIONALLY DELETED]

# **SECTION 9.** MAINTENANCE, REPAIRS, AND ALTERATIONS.

9.1 General Maintenance and Repair. UNIDAD agrees to maintain the interior of the Premises, and every part thereof, in good condition during the term of the Agreement, including the plumbing, doors and windows, and will not suffer or permit any strip or waste of the Premises. Except as expressly provided in this Agreement, it is understood by the parties hereto that UNIDAD shall not be responsible nor required to pay for any costs related to capital improvements or infrastructure (i.e. including, but not limited to, roof, structural elements and infrastructure, HVAC, plumbing and sewer lines, major electrical, etc.) for the Premises. Notwithstanding the preceding sentence, UNIDAD shall provide the City with prompt notice of needed capital and/or infrastructure repairs that are deemed to be within the City's respective maintenance responsibilities, and the City shall have a reasonable time thereafter to commence said repairs.

#### 9.2 Day to Day Maintenance.

UNIDAD shall, at its sole cost and expense, to the satisfaction of the City, keep, maintain, and repair the Premises, and all improvements, fixtures, and equipment thereon (except for those items the City is responsible for as set forth in subsection 9.1 above), in good, clean, and sanitary order. UNIDAD assumes sole responsibility and expense for day to day housekeeping, janitorial services, and routine maintenance of the interior of the Premises, and all improvements, fixtures, and equipment thereon. This shall include, without limitation, daily removal of litter, garbage and debris generated by UNIDAD's use of the Premises, including all garbage disposal generated by its operations and activities.

Notwithstanding the City and UNIDAD's respective roles with regard to maintenance and repair of the Premises, UNIDAD shall comply with any and all State, Miami-Dade County, and City laws, codes, rules and regulations, etc. with regard to its respective obligations.

9.3 In the event that UNIDAD desires or deems it appropriate to make alterations, additions, or improvements to the Premises (other than the Proposed Improvements contemplated in subsection 9.7) it will submit plans for same to the City, for the prior written approval of the City Manager or his designee. No such alterations, improvements, or additions shall be made without the express written approval of the City and, if approved, shall be made at UNIDAD's sole cost and expense, and shall become the property of the City upon termination of this Agreement. UNIDAD shall not have the right to create or permit the creation of any lien attaching to the City's interest in the Premises as a result of any such alterations, improvements, or additions.

#### 9.4 Labor/Personnel/Materials/Equipment/Furnishings.

UNIDAD must provide and maintain, at its sole cost and expense, all labor, personnel, materials, equipment, and furnishings, as reasonably required, to operate the Premises as a full service comprehensive senior center, in accordance with the approved uses set forth herein. In the event any materials, equipment, and/or furnishings are lost, stolen, or damaged, they shall be promptly replaced or repaired (funding permitted) at the sole cost and expense of the UNIDAD.

#### 9.5 Orderly Operation.

UNIDAD shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Senior Center. There shall be no living quarters nor shall anyone be permitted to live within the Premises . UNIDAD shall make the Premises available for inspection during hours of operation by the City Manager or his authorized representative.

#### 9.6 **Security**.

UNIDAD shall be responsible for and provide reasonable security measures which may be required to protect the Premises and any of the materials, equipment, and furnishings thereon. Under no circumstances shall the City be responsible for any stolen or damaged materials, equipment, and furnishings, nor shall the City be responsible for any stolen or damaged personal property of UNIDAD's employees, contractors, patrons, guests, invitees, and/or other third parties.

# 9.7 <u>Senior Center Proposed Capital Improvements and Renovation/Funding and Responsibilities.</u>

- 9.7.1 The Senior Center will commence operations pursuant to this Agreement upon completion of the proposed capital improvements and renovation of the Premises, as hereinafter set forth. The intended scope of the improvements and renovations will be to repair and renovate the existing structure and to expand it by adding substantial additional square footage (the Proposed Improvements). It is understood that the Premises will house public restrooms in addition to the Senior Center.
- 9.7.2 This Agreement is made with the understanding and agreement that UNIDAD will design and construct the Proposed Improvements, which shall be valued at no less than \$ 1 Million. UNIDAD will agree to assign or contribute a minimum of \$500,000 toward the Proposed Improvements. The City agrees to fund a minimum of \$500,000, in addition to previously allocated Community Development Block Grant Funds. The Proposed Improvements will be approved by the City Commission prior to commencement of the project (as hereinafter set forth in subsection 9.7.4). Other than the City's funding contribution, as set forth herein (or such other additional contributions expressly and separately approved and authorized by the City), the Proposed Improvements shall be the sole cost and expense of the UNIDAD.
- 9.7.3 UNIDAD is solely responsible for the design of the Proposed Improvements, and shall obtain all approvals from City and other applicable regulatory agencies therefore, including approvals by City acting in both its proprietary regulatory capacity under the City Code, and other applicable laws.

#### 9.7.4 Preliminary Plans and Specifications.

UNIDAD shall submit to City (acting in its proprietary capacity) Preliminary Plans and Specifications for the Proposed Improvements, which shall include, but not be limited to, a detailed site plan, elevation drawings of each facade, a detailed floor plan for each of the floors of the Proposed Improvements, a calculation of the floor areas for each floor, and a calculation of the total

floor area dedicated to each use within the Proposed Improvements (the "Preliminary Plans and Specifications").

UNIDAD shall submit its Preliminary Plans and Specifications to City Manager for approval within 120 days of the approval of this Agreement by the City Commission and execution by the parties hereto, whichever is later (hereinafter, for purposes of this subsection 9.7, such date shall be referred to as the "Commencement Date"). The City Manager shall have sixty (60) days to review the Preliminary Plans and Specifications. The City Manager shall submit the Preliminary Plans and Specifications to the City Commission for its review and approval (acting in its proprietary capacity), along with a written report of the Administration's review and recommendations, including a review and recommendation from the City's Planning Director. If the City disapproves the Preliminary Plans and Specifications, then UNIDAD and the City shall, confer in good faith to develop and submitrevised Preliminary Plans and Specifications which shall be submitted and reviewed as provided above. Failure of UNIDAD to obtain the City's final approval of the Preliminary Plans and Specifications within 120 days from the date of City's disapproval, shall constitute a default under this Agreement.

UNIDAD shall, within sixty (60) days of City's approval of the Preliminary Plans and Specifications, submit an application for approval of the design for the Proposed Improvements to the applicable City boards, including, without limitation, the applicable City land use boards (collectively, any and all such City boards shall be hereinafter referred to as the "applicable City boards"). Failure of UNIDAD to submit its application(s) to the applicable City boards, by the date which is sixty (60) days from the receipt of City's final approval, as provided above, shall constitute a default under this Agreement. UNIDAD shall pursue approval of its applications to the applicable City boards, diligently and in good faith.

Notwithstanding any other provision of this Agreement, this deadline shall be automatically extended by the parties should the City elect to seek historic designation of the Premises.

## 9.7.5 Plans and Specifications.

Upon receipt of the City's, and the applicable City boards', approval of the Proposed Improvements, UNIDAD shall prepare, construction Plans and Specifications for construction of

the Proposed Improvements, consistent with the Preliminary Plans and Specifications (as approved by the City and the applicable City boards)

#### 9.7.6 Construction Commencement/UNIDAD's Right to Terminate.

The City (solely in its proprietary and not in its regulatory capacity) shall reasonably cooperate with UNIDAD in obtaining the permits and approvals required to construct the Proposed Improvements; shall sign any application reasonably made by UNIDAD that is required in order to obtain such permits and approvals; and shall provide UNIDAD with any information and/or documentation not otherwise reasonably available to UNIDAD (if available to City) that is necessary to procure such permits and approvals. Any such accommodation by City shall be without prejudice to, and shall not constitute a waiver of City's rights to exercise its discretion in connection with its regulatory functions.

9.7.6.2 UNIDAD shall, at its expense, (a) commence construction of the Proposed Improvements on or before sixty (60) days after all permits and approvals necessary for the commencement of construction are issued, but no later than \_\_[TBD] \_\_\_ from the Commencement Date (the "Construction Commencement Date"), and (b) thereafter continue to prosecute construction of the Proposed Improvements with diligence and continuity to completion. "Commence Construction" or "Commencement of Construction" means the commencement of major work (such as pilings or foundations) for construction of the Proposed Improvements. Promptly after commencement of construction, UNIDAD shall notify City in writing of the actual date of such commencement. Any and all preliminary site work (including, without limitation, any environmental remediation and ancillary demolition) shall not be deemed to be commencement of construction. If, after UNIDAD has commenced construction, UNIDAD fails to diligently prosecute construction of the Proposed Improvements (subject to unavoidable delays), and such failure continues (subject to unavoidable delays) for thirty (30) consecutive days after UNIDAD's receipt of notice of such failure, City shall, in addition to all of its other remedies under this Agreement, have the right to seek such equitable relief (either mandatory or injunctive in nature) as may be necessary to cause diligent and continuous prosecution of construction of the Proposed Improvements (subject to unavoidable delays) by UNIDAD, it being understood that construction of the Proposed Improvements is a material inducement for to City to enter into this Management and Operation Agreement, and monetary damages shall be inadequate to compensate City for harm resulting from such failure. Notwithstanding anything to the contrary contained herein, if UNIDAD fails to substantially complete construction of the Proposed Improvements by the date provided for in this Agreement, then the same shall constitute a default under this Agreement.

9.7.6.3 "Unavoidable delays" shall mean delays due to strikes, slowdowns, lockouts, acts of God, inability to obtain labor or materials, war, enemy action, civil commotion, fire, casualty, eminent domain, catastrophic weather conditions, a court order that actually causes a delay (unless resulting from disputes between or among the party alleging an unavoidable delay, present or former employees, officers, members, partners or shareholders of such alleging party or of affiliates of such alleging party), in the application of any requirement. The party alleging unavoidable delay shall

notify the other within twenty days of such occurrence, however, failure to do so shall not waive any rights caused by such delay. The times for performance related to the Proposed Improvements set forth in this Agreement shall be extended to the extent performance is delayed by unavoidable delays.

#### 9.7.6.4 UNIDAD'S Right to Terminate.

Notwithstanding anything to the contrary contained herein, UNIDAD shall have the right to be released from its liability and to terminate this Agreement prior to the obtaining a final (Full) Building Permit for construction of the Proposed Improvements because (a) changes to the Preliminary Plans and Specifications required by any or all of the applicable City boards, or any other governmental authority (including the City), render the project economically unfeasible in the reasonable business judgment of UNIDAD, (b) UNIDAD, after good faith efforts, has been unable to obtain a Building Permit for the Proposed Improvements pursuant to the Plans and Specifications submitted by UNIDAD, or (c) UNIDAD, after diligent, good faith efforts, has been unable to raise its respective funding contribution required for the Proposed Improvements. In the event of termination of this Agreement pursuant to this subsection, each party shall bear its own costs and expenses incurred in connection with this Agreement and neither party shall have any further liability to the other.

#### 9.7.7 Substantial Completion/Completion of Construction.

Substantial completion of the Proposed Improvements shall be accomplished in a diligent manner and, in any event, no later than \_\_\_\_[TBD] \_\_\_\_\_\_from the issuance of a Full Building Permit. "Substantial completion", as used herein shall require the issuance of a temporary or final certificate of occupancy by the City's Building Department. Such date may be extended for good cause shown upon request in writing to the City Manager, which extension by the City Manager shall not be unreasonably withheld. Final completion of the construction of the Proposed Improvements, shall be accomplished in a diligent manner, in each case in a good and workmanlike manner, in substantial accordance with the Plans and Specifications (with no material deviations except as expressly

permitted herein), at UNIDAD's sole cost and expense. Upon Substantial Completion of Construction of the Proposed Improvements, UNIDAD shall furnish City with the following:

- (a) a certification from UNIDAD's architect (certified to City on the standard AIA certification form) that it has examined the Plans and Specifications and that, in its professional judgment, after diligent inquiry, construction of the Proposed Improvements has been Substantially Completed in accordance with the Plans and Specifications applicable thereto and, as constructed, the Proposed Improvements comply with all applicable codes and laws;
- (b) a copy or copies of the temporary and final certificates of occupancy for the Proposed Improvements issued by the City of Miami Beach Building Department;
- (c) lien waivers in form and substance reasonably satisfactory to City from each contractor, subcontractor, supplier or materialman retained by or on behalf of UNIDAD in connection with the construction of the Proposed Improvements, evidencing that such persons have been paid in full for all work performed or materials supplied in connection with the construction of the Proposed Improvements;
- (d) a complete set of "as built" plans and a survey showing the improvement(s) (excluding personality) for which the construction of the Proposed Improvements has been completed. City shall have an unrestricted license to use such "as built" plans and survey for any purpose related to the Premises without paying any additional cost or compensation therefore, The foregoing requirement with respect to "as built" plans shall be satisfied by UNIDAD furnishing to City or, at UNIDAD's expense, a complete set of Plans and Specifications, with all addenda thereto and change orders in respect thereof, marked to show all changes, additions, deletions and selections made during the course of the construction of the Proposed Improvements; and
- (e) a Contractor's Final Affidavit in form and substance reasonably satisfactory to City executed by the General Contractor (i) evidencing that all contractors, subcontractors, suppliers and materialmen retained by or on behalf of UNIDAD in connection with the construction of the Proposed Improvements have been paid in full for all work performed or materials supplied in connection with the construction of the Proposed Improvements

and (ii) otherwise complying with all of the requirements under the Florida Construction Lien Law, Chapter 713, Florida Statutes, as amended.

Construction of the Proposed Improvements shall be carried out pursuant to Plans and Specifications prepared by licensed architects and engineers, with controlled inspections conducted by a licensed architect or professional engineer as required by applicable requirements.

Upon Substantial Completion of the Proposed Improvements, UNIDAD shall certify to City that it has, in fact, expended not less than the required minimum amount(s) for total construction costs.

Any and all construction, once commenced, must be carried through continuously to completion, but any interruption or delay in the doing and completion of the work which shall have been caused by act of God, or the public enemy, or strike, or natural casualty, or other circumstances not occasioned by or attributable to the fault, default or neglect of UNIDAD shall not be deemed to cause UNIDAD to be in default under this Agreement, so long as UNIDAD exercises due diligence to cause the work of construction to be carried through to completion as promptly and expeditiously after the commencement thereof as possible.

# 9.7.8 Extensions for Performance.

The times for performance related to the design and construction of the Proposed Improvements, as set forth in this subsection 9.7, may be extended for good cause shown, upon request in writing to the City Manager, which extension by the City Manager shall not be unreasonably withheld.

# SECTION 10. ANNUAL REPORTS FOR USE OF PREMISES/CITY USE OF PREMISES FOR SPECIAL EVENTS/ RECEPTIONS/ COMMUNITY MEETINGS, AND GENERALLY.

10.1 UNIDAD shall provide an annual written report of the activities and events scheduled in and pertaining to the Senior Center and, with each such report, shall report on the activities which actually occurred and the number of persons participating in those activities during the previous month. Any revenue-generating activity(ies) conducted upon or from the Senior Center must be in

accordance with those provided in Section 6 of this Agreement (or, otherwise approved by the City in accordance therein). All revenues received by UNIDAD in connection with uses conducted upon or from the Senior Center shall be dedicated exclusively to help fund UNIDAD's management, operation, and maintenance of the Senior Center. In the event that revenue(s) pertaining to the Senior Center exceed expenses during an annual accounting period, the City and UNIDAD agree that such excess, if any, may also be applied by UNIDAD to support the programming of UNIDAD. For purposes herein, "revenues" shall also be deemed to include public/private grant funding, and unrestricted donations and contributions received by UNIDAD specifically ear-marked toward the operation, management and programming of the Senior Center. No portion of the net earnings resulting from the activities of UNIDAD at the Senior Center shall inure to the benefit of any private individual.

Notwithstanding the foregoing, the City Manager or his designee, shall have the absolute and final authority in overseeing UNIDAD's activities with regard to this Agreement and its operation and management of the Senior Center, such that the City is assured that the Senior Center is being operated and utilized in accordance with the terms of this Agreement.

Improvements will provide a multi-purpose facility that can be used for community programming, and serve as an adjunct to the adjacent park and bandshell facility. Consistent with this, the City shall have the right to use the Senior Center, or any part thereof, subject to availability, for the benefit of the community for such purposes including, but not limited to, recreational programs sponsored by the City, public meetings, training classes, City sponsored special events, receptions, and other public purposes as deemed necessary by the City, without the payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses (including reasonable expenses incurred by UNIDAD in order to open and make the Premises available in connection with a City use thereof) shall be paid by the City. UNIDAD and the City agree to develop mutually acceptable guidelines and regulations to permit City and community use of the Senior Center, as set forth in subsection 5.1(h) of the Agreement .

# SECTION 11. UNIDAD'S CONTRIBUTION.

- 11.1 This Agreement is made with the express consideration, understanding and agreement that UNIDAD will contribute \$ 500,000, toward the Proposed Improvements, as more specifically described in subsection 9.7 of this Agreement.
- 11.2 In addition to the required contribution in subsection 11.1 above, throughout the term of this Agreement, and as further consideration for this Agreement, UNIDAD shall also use its best efforts to continue to obtain public/private grant funding and individual/corporate contributions, not only for such other capital renovations and improvements as may be mutually agreed to by the parties hereto but, more importantly, for the continued operation and support of the Senior Center (and to sustain the approved uses contemplated in this Agreement). UNIDAD hereby warrants and represents that such approved uses shall, throughout the term of this Agreement, be funded and operated, at UNIDAD's sole cost and expense. It is the intent of the City and UNIDAD that UNIDAD will use reasonable efforts to increase its funding for the maintenance, operation and programming of the Senior Center, and toward sustaining and increasing the approved uses, on a continuing basis.

Similarly, the City and UNIDAD herein agree that a vital component of UNIDAD's mission statement, with respect to this Agreement, is to use its best efforts; specifically, to obtain public/private funding contributions to augment the parties' respective contributions for the Proposed Improvement, and to continue to operate and manage the Senior Center in accordance with the highest levels of service. Accordingly, UNIDAD herein represents that it shall use its best efforts with respect to undertaking a coherent and consistent grants writing and submittal effort, not only to fund its portions of the Proposed Improvements, but to fund the continued management and operation of the Senior Center.

UNIDAD further acknowledges and understands that the City shall in no way be obligated to supplement and/or otherwise contribute any funds for UNIDAD's day-to-day operation and maintenance of the Senior Center, except as may be otherwise set forth in this Agreement.

# SECTION 12. ASSIGNMENT.

UNIDAD may not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval shall be given, if at all, at the sole discretion of the City. This Agreement is made with the understanding that UNIDAD shall at all times, throughout the term of this Agreement, remain a not-for-profit corporation. In the event that UNIDAD ceases to be a not-for-profit corporation, or the City, through the City Manager, in his sole discretion and judgment, determines that the Senior Center is not being used for the stated purposes in Section 4, this Agreement shall be subject to termination upon thirty (30) days written notice by the City to UNIDAD.

## SECTION 13. USE OF THE SENIOR CENTER IS PRIMARY.

The Senior Center is for the use of the public, for the approved uses consistent with Section 4, and the public's right to such use shall not be infringed upon by any act of UNIDAD.

## **SECTION 14. PERMITS; LICENSES.**

UNIDAD agrees to obtain and pay for all permits and licenses necessary for the conduct of its operation and activities on the Premises and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by UNIDAD. UNIDAD shall also be solely responsible for payment of any and all taxes levied on the Premises and its operations. In addition, UNIDAD shall comply with all rules, regulations and laws of the City; Miami-Dade County; the State of Florida; and the U.S. Government, now in force or hereafter to be adopted.

# SECTION 15. LICENSES/PERMITS, UTILITIES, TAXES, AND ASSESSMENTS.

#### 15.1 Licenses, Permits, Utilities.

UNIDAD shall pay any fees imposed by law for licenses or permits for any uses or activities of UNIDAD upon the Senior Center or under this Agreement and shall pay to the City, before delinquency any and all charges for utilities at or on the Senior Center (including, but not limited to, water, electricity, gas, heating, cooling, sewer and telephone, trash collection, etc.).

#### 15.2 Procedure If Taxes Assessed.

UNIDAD agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon UNIDAD or the Senior Center by reason of this Agreement or by reason of the business or other activities of UNIDAD upon or in connection with the Senior Center. The parties agree that the operation and uses of the Senior Center and those operations and uses convenient and necessary therefore, are for public purposes and, therefore, no advalorem taxes should be assessed by the Dade County Tax Appraiser. If, however, said taxes are assessed by said Property Tax Appraiser, UNIDAD shall be responsible for payment of same.

#### SECTION 16. SIGNAGE.

UNIDAD shall provide, at its sole cost and expense, required signs at all public approaches to the Premises, as determined by UNIDAD in its reasonable discretion, said signage containing substantially the following language:

# NORTH BEACH SENIOR CENTER OPERATED BY UNIDAD OF MIAMI BEACH, INC.

All advertising, signage and postings shall be approved by the City and shall be subject to all applicable planning and zoning requirements of the City.

#### **SECTION 17. FORCE MAJEURE.**

17.1 The performance of any act by UNIDAD or the City hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God (including without limitation hurricanes), the elements of war, rebellion, strikes, lockouts, fire, explosion or any other casualty or occurrence not due to UNIDAD's negligence and beyond the reasonable control of the parties.

#### 17.2 Premises Unusable.

In the event a Force Majeure renders the Premises untenantable, in whole or in part, as determined by City, the City may, at its sole option and discretion: (i) elect, as soon as practicable, to utilize the insurance proceeds to repair the damaged property, and the term of the Agreement shall be abated until such time as UNIDAD may reopen the Senior Center after restoration or repair of the

damaged property; or (ii) elect not to repair or restore the damaged property and, in such event (and provided further that UNIDAD does not elect, and/or does not comply with the procedures for UNIDAD's repair of the Premises using its own funds), this Agreement shall be terminated as of the date of said occurrence of damage or casualty. Notwithstanding the preceding sentence, in the event the (a) City elects not to restore or repair the damage; (b) UNIDAD gives written notice to the City within sixty (60) days of the casualty that UNIDAD is willing to undertake the repair the damage with its own or other available funds; (c) within twelve (12) months following such notice, UNIDAD proves, to the City's sole satisfaction and discretion, that it has adequate funds immediately available to undertake the repair; and (d) the City and UNIDAD, each acting in its reasonable discretion, agree within a reasonable time (but not to exceed six (6) months unless otherwise extended in writing by City Manager) after the City deems that UNIDAD has demonstrated that it has adequate funds to undertake the repair, to the conditions, timing, plans, procedures, contractors, subcontractors, disbursement mechanisms and other matters with respect to the repair, then and in that event, UNIDAD shall be entitled to effect the repair with its own funds; provided that UNIDAD must complete any and all repairs and/or restoration no later than eighteen (18) months from the date of the City's approval of UNIDAD's funding capability.

#### SECTION 18. INSPECTION.

UNIDAD agrees that the Premises may be inspected at any time upon reasonable notice by authorized representatives of the City, or by any other State, County, Federal and/or municipal officer or agency having responsibilities for inspections of such operations and/or Premises. UNIDAD agrees to undertake immediately the correction of any deficiency cited by such inspectors on the Premises, which is properly the responsibility of UNIDAD pursuant to this Agreement.

The City or its agents shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof; (including, without limitation, for the purpose of assessing the condition of the facility, as also referenced in subsection 7.1(e), provided, only, that such right shall be exercised in such manner so as not to interfere with UNIDAD in the conduct of UNIDAD's activities on the Premises; and if the Premises are damaged by fire, windstorm or by other casualty that causes the Premises to be exposed to the elements, then the City may enter upon the Premises to

make emergency repairs; but if the City exercises its option to make emergency repairs, such act or acts shall not be deemed to excuse UNIDAD from his obligation to keep the Premises in repair. If City makes any emergency repairs pursuant to the terms hereof, UNIDAD shall reimburse the City for all such repairs upon receipt by UNIDAD of City's notice of repairs made and statement and proof of costs incurred.

## **SECTION 19.** WAIVER OF INTERFERENCE.

UNIDAD hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its operation and management of the Premises by any public agency or official as a result of their enforcement of any laws or ordinances or of any of the rights reserved to the City herein. Any such interference shall not relieve UNIDAD from any obligation hereunder.

# **SECTION 20.** INSURANCE REQUIREMENTS.

UNIDAD shall maintain, at UNIDAD's sole cost and expense, the following types of insurance coverage at all times throughout the term of this Agreement:

a. General liability insurance with not less than the following limits:

General aggregate	\$2,000,000		
Personal and advertising (injury) (Per occurrence)	\$1,000,000 \$1,000,000		
Fire damage	\$ 100,000		
Medical Expense	\$ 5,000		
Liquor Liability (aggregate) (Per occurrence) (for special events, if required)	\$2,000,000 \$1,000,000		

b. Workers Compensation Insurance shall be required under the Laws of the State of Florida.

c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits (only if UNIDAD provides transportation services):

**Bodily Injury** 

\$1,000,000 per person

**Bodily Injury** 

\$1,000,000 per accident

Property Damage

\$ 500,000 per accident

e. Fire Insurance shall be the responsibility of the City.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days written notice to City and then subject to the prior written approval of City. UNIDAD shall provide City with a Certificate of Insurance for each such policy, which shall name the City as an additional named insured. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager. Should UNIDAD fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by UNIDAD to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If UNIDAD does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, and such failure shall be deemed an event of default hereunder.

## **SECTION 21.** INDEMNIFICATION.

21.1 UNIDAD shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of UNIDAD, its agents, servants or employees in the performance of services under this Agreement.

- 21.2 In addition, UNIDAD shall indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of UNIDAD not included in the paragraph in the subsection above and for which the City, its agents, servants or employees are alleged to be liable. This subsection shall not apply, however, to any such liability as may be the result of the willful misconduct of the City, its agents, servants or employees.
- **21.3** <u>Subrogation</u>. The terms of insurance policies referred to in Section 21 shall preclude subrogation claims against UNIDAD, the City and their respective officers, employees and agents.
- **21.4** The provisions of this Section 21 shall survive the termination and/or expiration of this Agreement.

#### SECTION 22. NO LIENS.

UNIDAD agrees that it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Premises any lien or encumbrance of any kind. In the event any lien is filed, UNIDAD agrees to cause such lien to be discharged within ten (10) days therefrom, and in accordance with the applicable law and policy. If this is not accomplished, the City may automatically terminate this Agreement, without further notice to UNIDAD.

## SECTION 23. UNIDAD EMPLOYEES AND MANAGERS.

23.1 The City and UNIDAD recognize that in the performance of this Agreement, it shall be necessary for UNIDAD to retain qualified individuals to effectuate and optimize UNIDAD's management and operation of the Senior Center. Any such individuals, whether employees, agents, independent contractors, volunteers, and/or other, retained by UNIDAD for such purpose(s) shall not be deemed to be agents, employees, partners, joint venturers or associates of the City, and shall not obtain any rights or benefits under the civil service or pension ordinances of the City or any rights generally afforded classified or unclassified employees of the City; further they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the City.

Additionally, UNIDAD, and/or any employees, agents, independent contractors, volunteers, and/or others, acting under the authority and/or with the permission of UNIDAD for the purpose set forth herein, shall never have been convicted of any offense involving moral turpitude or felony. Failure to comply with this provision shall constitute cause for the termination of this Agreement. UNIDAD shall have an experienced manager or managers overseeing the Premises at all times. Any criminal activity on the Premises caused by or knowingly permitted by UNIDAD shall result in automatic termination of this Agreement.

#### 23.2 Contract Administration.

- a. The City's contract administrator shall be the City Manager and/or his designee. UNIDAD shall name a specific individual to serve as its contract administrator.
- b. The City's contract administrator shall have the authority to give all approvals for the City while administering this Agreement, with the exception of items which would require City Commission approval. The City's contract administrator:
  - (i) Shall be the liaison between the City and UNIDAD on all matters relating to this Agreement.
  - (ii) Shall be responsible for ensuring that any information supplied by UNIDAD is property distributed to the appropriate City departments.
  - (iii) Shall be responsible for contract compliance by UNIDAD (including, without limitation, UNIDAD's activities, programming, operations, management, and maintenance of the Senior Center).
- UNIDAD shall name an individual who shall serve as the general manager of the Senior Center and who:
  - (i) Shall be the liaison between the City and UNIDAD on all matters relating to this Agreement.
  - (ii) Shall be responsible for the day-to-day management and supervision of the Senior Center.

(iii) Shall be responsible for providing supervision and direction to the Senior Center's employees, agents, contractors, and/or volunteers.

# **SECTION 24.** NO IMPROPER USE.

UNIDAD will not use, nor suffer or permit any person to use in any manner whatsoever, the Premises for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. UNIDAD shall not use the Premises for any unlawful purpose and shall comply with all laws, permitting, and licensing requirements now in force or hereafter adopted, applicable to the Premises or the uses and activities conducted on the Premises. UNIDAD agrees not to use the Premises for, or to permit operation of any offensive or dangerous activity, nuisance or anything against public policy. Except as may result from acts of force majeure, UNIDAD agrees that it will not allow the Premises to become unoccupied or vacant. UNIDAD shall take appropriate precautions to prevent fire on the Premises, maintaining existing fire detection devices and extinguishing equipment at all times.

# **SECTION 25.** NO DANGEROUS MATERIALS.

UNIDAD agrees not to use or permit in the Premises the storage of illuminating oils, oil lamps, turpentine, gasoline, benzine, naphtha, or other similar substances, or explosives or any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida.

# SECTION 26. NO CLAIM AGAINST CITY OFFICERS, EMPLOYEES, INDIVIDUALS.

It is expressly understood and agreed by and between the parties hereto that all individuals, employees, officers, and agents of the City are acting in a representative capacity and not for their own benefit; and that neither UNIDAD, nor any of its employees, agents, contractors, volunteers and/or others, shall have any claim against them or any of them as individuals in any event

whatsoever in conjunction with any acts or duties which are reasonably related to the performance of their duties.

## SECTION 27. DEFAULT AND TERMINATION.

If either party fails to perform in accordance with any of the terms and conditions of this Agreement, and such default is not cured within thirty (30) days after written notice is given, the aggrieved party shall have the right to terminate this Agreement and, as the case may be, either vacate or re-enter the Premises, without further notice or demand. At its option, either party may also pursue any and all legal remedies available to seek redress for such default. The default and termination rights afforded the parties in this Section 27, shall in no way limit or otherwise preclude the City from exercising such other rights to terminate this Agreement, as may be expressly provided in other sections hereto.

# SECTION 28. PROCEDURE UPON EXPIRATION AND/OR TERMINATION BY CITY

28.1 UNIDAD shall, on or before the last day of the term herein, or the sooner termination thereof, peaceably and quietly leave, surrender and yield unto the City, the Premises, together with any and all fixtures located at or on the Premises and used by UNIDAD in the maintenance, management or operation of the Premises, excluding any equipment, furnishings, appliances or other personal property which can be removed without material injury to the Premises, free of all liens, claims and encumbrances and rights of others, and broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this subsection. Any property which pursuant to the provisions of this subsection is removable by UNIDAD on or at the Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by UNIDAD, and either may be retained by the City as its property, or may be removed and disposed of by City, at the sole cost of the UNIDAD, in such manner as the City may see fit. If the Premises are not surrendered at the end of the term as provided in this subsection, UNIDAD shall make good to the City all damages which

the City shall suffer by reason thereof, and shall indemnify, the City against all claims made by a succeeding occupant (if any), so far as such delay is occasioned by the failure of UNIDAD to surrender the Premises as and when herein required.

28.2 UNIDAD covenants and agrees that it will not enter into agreements (whether express or implied) relating to the Premises for a period of time beyond the stated expiration date of this Agreement.

# SECTION 29. TERMINATION FOR LACK OF FUNDS.

In the event that UNIDAD loses its funding, such that it can no longer manage and operate the Senior Center in accordance with the goals and priorities and uses herein, then the City may, at its discretion: (i) supplement any lack or loss of funds in order to allow UNIDAD to continue to manage and operate the Center; or (ii) terminate this Agreement pursuant to Section 27 above.

## **SECTION 30.** NOTICES.

All notices from the City to UNIDAD shall be deemed duly served if mailed by registered or certified mail to UNIDAD at the following address:

UNIDAD of Miami Beach, Inc. Attention: Margarita Cepedo, Executive Director 1701 Normandy Drive Miami Beach, Florida 33141

All notices from UNIDAD to the City shall be deemed duly served if mailed to:

City of Miami Beach

City Manager

1700 Convention Center Drive Miami Beach, Florida 33139

with copies to:

City of Miami Beach

Attention: Asset Manager

1700 Convention Center Drive, 3<sup>rd</sup> Floor

Miami Beach, Florida 33139

UNIDAD and the City may change the above mailing addressed at any time upon giving the other party written notification. All notice under this Agreement must be in writing.

#### **SECTION 31.** NO DISCRIMINATION.

UNIDAD agrees that there shall be no discrimination as to race, sex, color, creed, national origin, physical handicap, or sexual orientation in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the Premises. All facilities located on the Premises shall be made available to the public; subject to the right of UNIDAD to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation and security of the facilities.

#### SECTION 32. VENUE/WAIVER OF JURY TRIAL/DISPUTE MEDIATION.

- 32.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND UNIDAD EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.
- 32.2 If a dispute arises out of, or related to, this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, or other similar alternative dispute resolution organization, person or source agreeable to the parties, before resorting to litigation or other dispute resolution procedure.

#### **SECTION 33.** LIMITATION OF LIABILITY.

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Contractor

hereby expresses his willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000, less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$10,000, which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

# SECTION 34. MISCELLANEOUS PROVISIONS.

#### 34.1 City's Governmental Capacity.

Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of the City in the discharge of its police or governmental power.

#### 34.2 Entire Agreement.

- (a) Entire Agreement. This Agreement, together with the attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between City and UNIDAD concerning the operation and management of the Premises (except for funding commitments by the City, CDBG, and/or FEMA which may be expressly committed for the Premises under separate grant agreements), and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments thereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.
- (b) <u>Waiver, Modification, etc.</u> No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, or waived except by a written instrument of change,

modification, alteration, or waiver executed by City and UNIDAD. No waiver of any default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

#### 34.3 Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

# 34.4 Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

#### 34.5 Time is of the Essence.

Time is of the essence with respect to all matters in, and requirements of, this Agreement as to both City and UNIDAD including, but not limited to, the times within which UNIDAD must commence and complete construction of the Proposed Improvements.

#### 34.6 No Representations.

City and UNIDAD have made no representations herein as to the condition of the Premises.

#### 34.7 Partnership Disclaimer.

UNIDAD acknowledges, represents and confirms that it is an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Agreement.

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for the purpose of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this Section 34.7 shall survive termination and/or expiration of this Agreement.

#### 34.8 Not a Lease.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to UNIDAD; that this Agreement is a management agreement and not a lease; and that UNIDAD's right to operate, manage, and coordinate the Senior Center shall continue only so long as UNIDAD complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

#### 34.9 No Third Party Rights.

Nothing in this Agreement, express or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:		CITY OF MIAMI BEACH			
City Clerk			David Dermer,	Mayor	
Attest:			UNIDAD OF N	MIAMI BEA	CH, INC.
Secretary			President		
F:\atto\AGUR\AGREEMNT\Unidad & CMB - Mana	gement Agre	eement (Fin	al 8-30-06).DOC		
STATE OF FLORIDA COUNTY OF MIAMI-DADE	) )	SS:			
The foregoing instrument wa 2005, by Mayor David Dermer and behalf of the CITY OF MIAMI B executed the foregoing instrument instrument for the purposes therein	Robert EACH, and acl	Parcher known knowled	, City Clerk, or th to me to be the p	eir designees ersons descri	bed in and who
WITNESS my hand and off	īcial sea	al, this _	day of		_, 2006.
	Comr	mission	c, State of Florida No.: sion Expires:	at Large	

APPROVED AS TO FORM & LANGUAGE & FOR-EXECUTION

City Attorney

35

STATE OF FLORIDA	)				
	)	SS:			
COUNTY OF MIAMI-DADE	)				
The foregoing instrumen	ot was ackn	nowledged b	pefore me this	dayof	,
2005, by	it was acki	on hehalf o	fthe UNIDAD	of Miami Bea	ch. Inc., known to
me to be the persons described i	in and who	on ocuted t	he foregoing in	strument and	acknowledged to
and before me that they execute	od goid ing	trument for	the nurnoses 1	herein evnres	sed
and before me that they execute	ed said ilis	at annem 101	the purposes	nerem expres	sca.
WITNESS my hand and	d official s	seal, this	day of		, 2006.
			State of Florid	la at Large	
	Cor	nmission N	To.:		
	Mxz	Commissi	on Evnires		

# EXHIBIT A [SKETCH OF PREMISES]

# EXHIBIT B [INSURANCE REQUIRED OF UNIDAD'S CONTRACTORS]

- 1. Worker's compensation insurance covering all employees of the Contractor as required by the laws of the State of Florida and employer's liability insurance of not less than One Million Dollars (\$ 1,000,000) per occurrence.
- 2. Comprehensive general liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering personal injury and property damage. Such coverage shall include, but not be limited to, the following:
  - i. Blanket contractual liability insurance covering all indemnity or hold harmless agreements.
  - ii. Protective liability insurance for the operation of the Independent Contractors.
  - iii. XCU coverage (explosion, collapse or damage to underground property).
  - iv. Products and completed operations (for two year extension beyond completion of project).
- 3. Excess umbrella liability insurance with a limit of not less than \_\_\_\_[TBD]

  Dollars (\$\_\_\_\_\_\_\_) per occurrence and in the aggregate in excess of the above mentioned insurance; which shall be required only in any "wrap up" policy.
  - a) UNIDAD may cause the insurance listed in this subsection to be provided through an overall "wrap up" policy, in lieu of individual policies provided by Contractors.
  - b) Comprehensive automobile insurance in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage covering all owned, non-owned or hired vehicles, trailers or semi-trailers, including any machinery or apparatus attached thereto.
- 4. Builder's Risk Insurance (standard "All Risk" or equivalent coverage) in an amount not less than the cost of construction, written on a completed value basis or a reporting basis, for property damage protecting UNIDAD, City, and UNIDAD's general contractor, with a deductible of not more than Fifty Thousand Dollars (\$50,000), subject to adjustment for inflation (except as to flood and windstorm, with regard to which the deductible shall be a commercially reasonable amount).
- 5. Comprehensive automobile insurance in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage covering all owned, non-owned or hired vehicles, trailers or semi-trailers, including any machinery or apparatus attached thereto.

# **RESOLUTION TO BE SUBMITTED**

### **Condensed Title:**

A resolution authorizing the Administration to enter into negotiations for a Group Medical Plan with the top-ranked firm of Humana (Primary) and the second-ranked firm of CIGNA (Secondary) and further authorize the Mayor and City Clerk to execute contract(s) with the Primary or Secondary firm upon successful negotiations, and renewal of the current Group Dental Plan with Comp Benefits.

# **Key Intended Outcome Supported:**

Ensure expenditure trends are sustainable over the long term; Attract and maintain a quality workforce.

#### Issue:

Shall the City execute contracts for Group Medical and Dental Plans?

# Item Summary/Recommendation:

Arthur J. Gallagher & Co., the City's broker of record for group employee health benefits, has thoroughly evaluated and ranked the incumbent carrier and recommends Humana and Comp Benefits, as their first selection to provide medical and dental coverage to the employees and retirees of the City of Miami Beach. The Administration recommends accepting the recommendations of Gallagher and the Group Insurance Board of the proposals received for medical coverage as a result of this RFP, with the top-ranked firm of Humana (Primary) and the second-ranked firm of CIGNA (Secondary); and to authorize the Administration to enter into contract negotiations and if successful, execute a contract with the top-ranked firm of Humana, and if unsuccessful, authorize negotiations with the second-ranked firm of CIGNA. Further authorize the Administration to enter into contract negotiations and if successful, execute a contract with Comp Benefits for the renewal of the DMO and Indemnity dental plans and the replacement of the PPO dental plan.

# **Advisory Board Recommendation:**

The Group Insurance Board met on June 27, 2006 and reviewed Humana's and CIGNA's original proposals and met again on July 24, 2006 to review the revised Humana and CIGNA proposals. The final recommendation of the Group Insurance Board (Board) was to award to Humana. The Board agreed that the coverages provided through the Humana contract, specifically the nationwide PPO network access for retirees and the savings involved with not changing providers, far exceeds the difference in annual premiums of \$370,617 between Humana and CIGNA (Humana's increase of \$1,066,449 less CIGNA's increase of \$695,832).

The Insurance Board also discussed the costs associated with the process of having employees migrate from the Humana plan to the CIGNA plan. This includes the time and effort in coordinating educational meetings for all employees as well as the time and value of that time for employees to attend these general meetings, in addition to having all employees attend individual meetings to enroll. The City's estimated cost of this conversion is approximately \$315,500. This would lessen the cost difference in annual premiums between Humana and CIGNA to approximately \$55,117.

If contract negotiations with Humana are unsuccessful, the Board recommended the City enter into contract negotiations with the second-ranked firm CIGNA. The Board also recommended the renewal of dental coverage of the DMO and Indemnity plan and the replacement of the PPO dental plan with the current provider, CompBenefits.

#### **Financial Information:**

ource of		Amount	Account	Approv
Funds:		\$16,000,000	Various Department Accounts for Medical Insurance	
	2	\$2,000,000	Various Department Accounts for Dental Insurance	
OBPI	Total			

City Clerk's Office Legislative Tracking:

Mayra Diaz Buttacavoli, Director of Human Resources and Risk Management

Sign-Offs:

Sign-Ons.			
Department Director	Chief of Staff	City Manager	Likimata 178
Lustin Tignes for	mgramo	Dareje	
Bettacavoli	0	0 0	



AGENDA ITEM R7R



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE FLORIDA. **AUTHORIZING** MIAMI BEACH, ADMINISTRATION TO ENTER INTO CONTRACT NEGOTIATIONS FOR A GROUP MEDICAL PLAN WITH THE TOP-RANKED FIRM OF HUMANA. (PRIMARY) AND THE SECOND-RANKED FIRM OF CIGNA (SECONDARY); AND FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE CONTRACT(S) WITH THE PRIMARY OR SECONDARY FIRM UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS FOR A PREMIUM OF \$16,000,000; AND RENEWAL OF THE GROUP DENTAL PLAN WITH COMPBENEFITS, FOR A PREMIUM OF \$2,000,000; AS PROPOSED BY ARTHUR J. GALLAGHER AND CO., THE CITY'S BROKER OF RECORD.

# **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

## **BACKGROUND**

In 2002 the City implemented the Group Insurance Task Force assigned to make recommendations to conform the City's benefit plans to industry standards; i.e., providing more healthcare options, increase percentage of plan premium paid by the City and continue to support dependent coverage. As a result of these recommendations, the City has restructured its healthcare plans and has been able to hold healthcare cost increases to between 6% and 8% over the past four years compared to a premium increase of 27.6% for the 2002 plan year.

The City is pleased that it has been able to implement many of the recommendations of the Task Force. We will continue to move forward with the recommendations while working to control escalating costs, reviewing our programs and making changes in the best interest of the employees, retirees and the City.

Employees and retirees in South Florida, other than those covered by the Police and Fire Health Trusts, are provided their choice of five (5) medical plan options with the incumbent medical plan provider, Humana and three (3) dental plan options with the incumbent dental plan provider, Comp Benefits as listed below. Retirees residing outside of the South Florida area participate in the Point of Service plan only.

City Commission Memorandum September 6, 2006 Insurance Awards Page 2 of 8

- Two Health Maintenance Organizations (HMO) options the Premium HMO and Standard HMO.
- Two Preferred Provider Organizations (PPO) options the Premium PPO and Standard PPO.
- One Point of Service (POS) option.
- One Dental Maintenance Organization (DMO) option the CS 150.
- One Dental Preferred Provider Organization (PPO) option the SLV-80 Insurance Plan.
- One Dental Indemnity option the Elite Choice 400.

The table below outlines the number of participants in each of the five medical plans broken out by coverage levels (active vs. pre-65 and post-65 retirees).

**Current Plan Participation** 

	O.	arrent Piair	articipatio	11		
Coverage Level	Premium HMO	Standard HMO	Premium PPO	Standard PPO	POS	Total All Plans
Single Active Employee	241	241	43	41	18	584
Family Active Employee	259	128	26	17	24	454
Single Retiree - No Medicare	110	4	76	9	9	208
Family Retiree – No Medicare	62	3	32	3	4	104
Medicare – Single Over 65			169	8	9	186
Medicare – 1 over 65 – 1 under 65			24	5	4	33
Medicare - 2 over 65			58	5	7	70
Family - 1 over 65			2		2	4
Family - 2 over 65			4		3	7
Total	672	376	434	88	80	1,650

Medicare Single = Medicare is the primary provider, the City plan pays secondary

Medicare 1 over 65, 1 under 65 = Medicare is the primary provider for one participant, the City is the primary provider for one participant

Medicare 2 over 65 = Medicare is the primary provider for both participants

Family 1 over 65 = Medicare is the primary provider for one participant, the City is the primary provider for 2 or more dependents, including the spouse

Family 2 over 65 = Medicare is the primary provider for two participants, the City is the primary provider for 1 or more dependents

The following reflects the average annual premium paid by participants, by coverage level, and the claims costs for the most recent fiscal year.

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	Active Participants	Retiree Participants
Number of Participants	1,068	582
Percentage of Participants	63%	37%
Average Annual Premium (per participant)	\$7,499	\$10,639
Percent of Total Annual Average Premium	56.4%	43.6%
FY'05 Actual Claims	\$5,421,422	\$5,172,610
FY'05 Percentage of Claims	51%	49%

As reflected in these tables, while retiree participation represents only 37% of total plan participants, they represent 49% of the total plan claim costs. Current increases in plan premiums correlate directly to the disproportionate ratio of retiree participants to retiree claims.

# **ANALYSIS**

The Administration recognizes the importance of providing affordable, quality health and dental insurance to all employees and retirees of the City of Miami Beach. The City's current health and dental insurance coverage plans expire on December 31, 2006. In order to continue providing this important benefit, the City worked with Arthur J. Gallagher & Co. (Gallagher), the City's broker of record, to draft an RFP for health and dental insurance coverage.

On April 14, 2006, Gallagher issued Group Employee Benefits RFP No. 19-05/06. It was determined by the City Attorney's Office that by having Gallagher issue the RFP, Gallagher is allowed to contact various plan vendors to request more detailed responses to the RFP, and in addition, to freely negotiate premiums with those vendors who do respond, as the Cone of Silence does not apply to Gallagher. This provides the City with better and enhanced rates at the time of the City's consideration for each proposal.

### **HEALTH INSURANCE**

In response to the health insurance section of the RPF, the following eight (8) vendors responded to five (5) different lines of Medical coverage:

- Humana
- CIGNA Health Care
- Blue Cross Blue Shield of Florida (self-insured plan only)
- United HealthCare disqualified, no coverage for retirees
- Aetna Healthcare disqualified, did not meet plan designs
- Vista Healthplan disqualified, did not meet plan design
- NHP disqualified, did not meet plan designs
- AVMED disqualified, did not meet plan designs

City Commission Memorandum September 6, 2006 Insurance Awards Page 4 of 8

There were three (3) proposals received for medical insurance that were qualified and considered. These include: Humana (the City's current provider), Blue Cross Blue Shield of Florida, and CIGNA Healthcare (CIGNA).

Below is a breakdown of each of the proposals that were considered:

# Humana

Humana's initial RFP response provided an annual premium of \$16,014,368 which represents an annual premium increase of \$1,813.699 (12.8%) from the City's current rates. Humana's initial response included the City's current plan designs with some additional enhancements and no changes in coverage.

After negotiations between Gallagher and Humana, Humana's revised proposal included the following:

- Humana's current plan designs for the City with an annual premium of \$15,267.119, which represents a \$1,066,449 (7.5%) increase for the 2007 plan year, or a reduction of \$747,250 (5.3%) from their original proposal;
- Full administration of the Consolidated Omnibus Budget Reconciliation Act (COBRA) valued at \$46,500 plan enhancement;
- Monthly wellness events in four different locations throughout the City valued at \$78,000 – plan enhancement;
- Detailed annual dependent audits, to ensure coverage to only those eligible dependents – plan enhancement;
- City access to online enrollment and eligibility administration plan enhancement;
- A customer service representative dedicated to the City of Miami Beach with only one additional local client (University of Miami) valued at \$25,000 – plan enhancement;
- On-site (twice monthly) employee service meetings plan enhancement;
- A premium increase cap for the 2008 plan year (second year of contract) based on the City's claims experience in the 2007 plan year. If the City's claims experience in 2007 is the same as it was in 2006, the 2008 plan year premium increase would be capped at 7.5%;
- Humana's South Florida primary care provider network for Miami-Dade, Broward and Palm Beach counties includes approximately 3,539 physicians;
- Access through Humana's nationwide PPO Choice network providing City retirees throughout the country, and in particular in Central and North Florida where the City has a high population of retirees, access to network providers and facilities – plan enhancement.

The 7.5% annual premium increase proposed by Humana compares favorably to the nationwide healthcare market average which reflects projections of 12 - 15% increases for next year. The attached chart (Attachment A) reflects a comparison of the coverage and employee out-of-pocket expenses.

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### **CIGNA**

CIGNA's initial RFP response provided an annual premium of \$15,250,942 which represents an annual premium increase of \$1,050.273 (7.4%). This included CIGNA's standard plan designs providing less plan coverage than the City's current plans, which creates a negative benefit impact to employees.

After negotiations between Gallagher and CIGNA, CIGNA's revised proposal included the following:

- CIGNA's standard plan design with an annual premium of \$14,896,501 which represents a \$695,832 (4.9%) increase for the 2007 plan year;
- A premium increase cap for the 2008 plan year based on the City's claims experience in the 2007 plan year. If the City's claims experience in 2007 is the same as it was in 2006, the 2008 plan year premium increase would be capped at 7.4%;
- CIGNA's South Florida primary care provider network for Miami-Dade, Broward and Palm Beach counties includes approximately 2,256 physicians, (approximately 36% less than Humana); and
- No nationwide network provider access, in particular in Central and North Florida where the City has a high population of retirees.

# Blue Cross Blue Shield of Florida

Blue Cross Blue Shield of Florida only responded with a self-insured plan which included a rate increase of 46% above the City's current rate.

### **Evaluation of Health Insurance Plans**

In their evaluation, Gallagher created a model to evaluate the value of coverage proposed under each of the Humana and CIGNA plans. In this model, the covered procedures under each option are assigned a value, with the current Humana plan used as the base (valued at \$1). This \$1 value did not include the plan enhancement in Humana's revised proposal discussed above. As a result of the modeling, the current Humana plans equaled \$15,267,119 and the CIGNA proposed plans equaled \$14,879.227. This created a value for the CIGNA plans of \$0.978. As this value is less than the \$1 baseline provided by the current Humana plan, the CIGNA plan is a reduction in benefits, which is reflected in their proposed lower annual premium costs.

A change in plan providers would create a financial impact other than just a change in premiums. The costs associated with the process of having employees migrate from the Humana plan to the CIGNA plan includes:

- General educational meetings for all benefit-eligible employees and retirees;
- Individual employee and retiree enrollment meetings;
- Transition meetings with the new provider and meetings with the incumbent to guarantee employee information is shared properly;
- Enrollment materials:

City Commission Memorandum September 6, 2006 Insurance Awards Page 6 of 8

- Employee dissatisfaction in the event the new provider's plan did not exactly mirror the current provider's plan; and
- Employee dissatisfaction with the possible change in physicians and facilities should current physicians and facilities not in the new provider's network.

The estimated cost to the City, excluding the intangible costs related to employee dissatisfaction, for this conversion is approximately \$315,500.

In addition, pursuant to the CWA and AFSCME collective bargaining agreements, if the City materially reduces the scope and level of benefit in the base insurance plans, the City would be obligated to impact bargain any changes to the existing benefit. This would be the case if the City chose to award the plan to CIGNA based on CIGNA's revised proposal.

# **DENTAL INSURANCE**

For the Dental coverage, the following fifteen (15) vendors responded to three (3) different lines of coverage:

- Comp Benefits
- Delta Dental
- CIGNA
- Fortis Benefit Insurance Company disqualified, did not meet plan designs
- Guardian Life disqualified, did not meet plan designs
- MetLife disqualified, did not meet plan designs
- FHA-TPA disqualified, did not meet plan designs
- Wausau Benefits disqualified, did not meet plan designs
- KMG America disqualified, did not meet plan designs
- Ameritas Group disqualified, did not meet plan designs
- Florida Combined Life disqualified, did not meet plan designs
- Starmark disqualified, did not meet plan designs
- Dental Decisions disqualified, did not meet plan designs
- CBSA disqualified, did not meet plan designs
- Safeguard disqualified, missed the RFP due date

Out of the fifteen (15) proposals received for dental plans, there were three (3) that were qualified and considered. These include the following: Comp Benefits (the City's current provider), Delta Dental and CIGNA.

The following is a breakdown of each of the dental plan proposals:

# **Comp Benefits**

Comp Benefits' proposal included the City's current Dental Maintenance Organization (DMO) and Indemnity plans, and a replacement Preferred Provider Organization (PPO) plan. This proposal reflected a 0% rate increase for the DMO and the Indemnity plan. The replacement PPO will provide:

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- An increase in orthodontic benefit of \$1,000;
- An increase in the annual maximum of \$500;
- A change in the payment of out-of-network from a percentage of a schedule benefit to a percentage of usual and prevailing;
- An increase in annual premium of 3%; and
- All three plans (DMO, PPO, and Indemnity plans) were provided with a two year rate guarantee.

# **Delta Dental**

The Delta Dental proposal included plan designs similar to the City's plans with an 8.6% increase.

### **CIGNA**

CIGNA's proposal included plan designs similar to the City's plans with a 16.2% increase.

The attached chart (Attachment B) reflects a comparison of the coverage and employee out-of-pocket expenses.

# **GROUP INSURANCE BOARD**

In order to make a recommendation on the renewal of the City's health and dental insurance contracts, the City Manager appointed the following employees to serve on the City's Group Insurance Board:

- Richard McKinnon Fire Department (Ocean Rescue); CWA Union President (represented by Phyllis Shamis, CWA Secretary/Treasurer at July 24, 2006 meeting)
- Prince Pearse Public Works Department (Sanitation); AFSCME Union President
- Willie Sanders Public Works Department (Water); GSA Union President
- Jose Cruz Office of Budget and Performance Improvement; Budget Officer
- Georgie Echert Finance Department; Assistant Director
- Sue Radig Human Resources and Risk Management Department; Benefits Administrator
- Jim Sutter Office of Budget and Performance Improvement; Internal Auditor

The Group Insurance Board met on June 27, 2006 and reviewed Humana's and CIGNA's original proposals and met again on July 24, 2006 to review the revised Humana and CIGNA proposals. The Group Insurance Board (Board) agreed that the coverages provided through the Humana contract, specifically the nationwide PPO network access for retirees and the savings involved with not changing providers, far exceeds the difference in annual premiums of \$370,617 between Humana and CIGNA (Humana's increase of \$1,066,449 less CIGNA's increase of \$695,832.

City Commission Memorandum September 6, 2006 Insurance Awards Page 8 of 8

The Insurance Board also addressed the costs associated with the process of having employees migrate from the Humana plan to the CIGNA plan, as discussed above. Taking into consideration the conversion cost of approximately \$315,500, the cost difference in annual premiums between Humana and CIGNA would be further reduced to approximately \$55,117.

The final recommendation of the Board was to award to Humana.

If contract negotiations with Humana are unsuccessful, the Board recommended the City enter into contract negotiations with the second-ranked firm CIGNA. The Board also recommended the renewal of dental coverage of the DMO and Indemnity plan and the replacement of the PPO dental plan with the current provider, CompBenefits.

# **SUMMARY/RECOMMENDATION**

Arthur J. Gallagher & Co., the City's broker of record for group employee health benefits, has thoroughly evaluated and ranked the incumbent carrier and recommends Humana and Comp Benefits, as their first selection to provide medical and dental coverage to the employees of the City of Miami Beach (Attachment C).

The Administration recommends accepting the recommendations of Gallagher and the City's Group Insurance Board, to negotiate a Group Medical Plan with Humana and if successful, execute a contract. If negotiations with Humana are unsuccessful, the Administration recommends the authorization to negotiate with the second ranked firm, CIGNA and execute a contract if successful. The cost of this contract is anticipated to be no more than \$16,000,000 based on the existing participants and their plan selections. However, minor variations in this amount could occur based on changes in that participant population.

The Administration also recommends the authorization to enter into contract negotiations with Comp Benefits, and if successful, execute a contract for the renewal of the DMO and Indemnity dental plans and the replacement of the PPO dental plan. The cost of this contract is anticipated to be no more than \$2,000,000 based on the existing participants and their plan selections. However, minor variations in this amount could occur based on changes in that participant population.

JMG:RI:MDB:SR

# ATTACHMENT A

Medical Plan Designs Comparisons

# THE CITY OF MIAMI BEACH PPO BENEFIT SUMMARY RFP No. 19-05/06

D	X-ray and Lab Outpatient - Physician's Office	90%	Surgery center)	Infertility フ			Allergy Testing & Treatment		Occupational	Speech De	Physical Therapy Do	OB/GYN	ilth		Weitcare Visits - Annuai exam Adult		Physician Office Visit	Maximum Family Out of Pocket	Maximum Annual Out of Pocket	Family Deductible	Annual Deductible	Maximum Lifetime Benefit S		
Ded then 80%		90% after \$100 Ded.		Not Covered	\$3 Copay			Ded then 80%		Ded then 80%	Ded then 80%	\$10 Copay	\$10 Copay	\$10 Copay ( max \$200)		\$10 Copay	\$10 Copay	\$3,000	\$1,000	\$600	\$200	\$1,000,000	n-Network	Current Premium PPO HUMANA
Ded then 60%		70% after ded. And \$500 Copay		Not Covered	Ded then 70%			Ded then 60%		Ded then 60%	Ded then 60%	Ded then 80%	80% ded waived	\$200)	Ded then 80% (max	Ded then 80%	Ded then 80%	\$3,000	\$1,000	\$600	\$200	\$1,000,000	Ont-of-Network	mium PPO: :::::::::::::::::::::::::::::::::
Ded then 80%		90% after \$100 Ded.		Not Covered	ID card	\$0 copay if indicated on		be reflected on ID card	Ded then 80%, Needs to	Ded then 80%	Ded then 80%	\$10 Copay	\$10 Copay	\$10 Copay ( max \$250)		\$10 Copay	\$10 Copay	\$3,000	\$1,000	\$600	\$200	\$1,000,000	In-Network	Proposed P CIGN
Ded then 60%		70% after ded. Allu \$500 Copay	700/ 20-24-4 4-4 8500	Not Covered	Ded, then 70%			reflected on ID card	Ded then 60%, Needs to be	Ded then 60%	Ded then 60%	Ded then 80%	80% ded waived	Ded their 80% (max \$250)		Dea then 80%	Ded then 80%	\$3,000	\$1,000	\$600	\$200	\$1,000,000	Out-of-Network	Proposed Premium PPO CIGNA OAP
\$15 copay		Ded then 80%		Not Covered	100%			Ded then 80%		Ded then 80%	Ded then 80%	100% of allowance	100% of allowance	\$15 copay		\$10 copay	\$15 copay	\$4,000	\$2,000	\$750	\$250	\$5,000,000	In-Network	
Ded, then 70%		Ded, then 60%		Not Covered	Ded then 70%			Ded then 60%	-	Ded then 60%	Ded then 60%	Ded, then 70%	70% ded waived	Ded, then 70%		Ded men /0%	Ded then /0%	\$8,000	\$4,000	\$750	\$250	\$5,000,000	Out-of-	Standard PPO
Ded, then 80%		Ded then 80%		Not Covered	\$15 Copay			Ded then 80%		Ded then 80%	Ded then 80%	\$15 oopay	\$15 copay	\$15 copay		315 copay	\$15 copay	\$4,000	\$2,000	\$750	\$250	\$5,000,000	In-Network	Proposed Standard PPO CIGNA OAP
Ded, then 60%		Ded, then 60%		Not Covered	Ded, then 60%			Ded then 60%		Ded then 60%	Ded then 60%	Ded, then 60%	60%, ded waived	Ded, then 60%		DAN HAR BACT	Ded then only	\$4.000	\$2,000	\$750	\$250	\$5,000,000	Out-of-Network	GIGNA OAP

# THE CITY OF MIAMI BEACH PPO BENEFIT SUMMARY RFP No. 19-05/06

Prescription Drugs Generic	Out-Patient Substance Abuse	In-Patient Substance Abuse	Out-Patient Mental/Nervous	In-Patient Mental/Nervous	- Hospital	Maternity - Physician	Durable Medical Equip.	Home Health Care	Inpatient Hospital	Ambulance	Urgent Care	Emergency Room/Hospital - Illness - Accidents	
\$10 Copay	80%, ded waived combined \$2,000 lifetime max, limited to 44 combined visits not it exceed \$35 per visit	80%, ded waived combined \$2,000 lifetime max, limited to 44 combined visits not it exceed \$35 per visit	80% after \$20 Copay per individual visit or \$10 copay per group visit, ded waived 20 combined visits per cal year	Days 1-15, 80% after \$25 per day; Days 16-31 80% after \$50 per day	90% after \$100 ded.	\$10 Copay, first visit only	Ded then 80%	Ded then 80%, 40 days per cal year	\$100 ded then 90%	Ded then 80%	\$10 Copay	90% after \$25 Ded.	Current Pri HUM
\$14 Copay	80%, ded waived combined \$2,000 lifetime max, limited to 44 combined visits not it exceed \$35 per visit	e CC _	80% after \$35 Copay per visit, ded waived 20 combined visits per cal year	Days 1-15, 80% after \$50 per day; Days 16-31, 80% after \$75 per day	70% after \$500 ded.	Ded then 80%	Ded then 60%	Ded then 60%, 40 days per cal year	70% after \$500 ded	Ded then 60%	Ded then 80%	70% after \$25 ded	Current Premium PPO HUMANA etwork Out-of-Network
\$10 Copay	80% ded waived 4.5 state Lifetinomes	80% 30 days por calcular year max	80% (ded waived) 20 Visits per pat year	30 days per calendar year max	90% after \$100 ded.	\$10 Copay, first visit only	Ded then 80%	Ded then 80%, 40 days per cal year	\$100 ded then 90%	Ded then 80%	\$10 copay	90% after \$25 Ded.	Proposed   
Nú comple se	is 66% dad wared : 45 visits Lifetime mas  Visits  Visits		80% (ded waived) 20 visite iper out year	80% 30 days per calendar year max	70% after \$500 ded.	Ded then 80%	Ded then 60%	Ded then 60%, 40 days per cal year	70% after \$500 ded	Ded then 60%	Ded then 80%	70% after \$25 Ded only paid at this level if a true ER.	Proposed Premium PPO CIGNA OAR etwork Out-uf-Network
\$10 Copay	\$20 copay, then 100% not to exceed \$35 per visit / 44 visits lifetime max	80% ded waived combined \$2,000 lifetime max	100% after \$20 Copay per visit (ded waived) 20 visits per cal year	31 days per calendar year max	80% after \$250 ded	\$15 copay, first copay only	Ded then 80%	Ded then 80%, 40 days per cal year	Ded then 80%	Ded then 80%	\$15 Copay	80°	Current Sta HID In-Network
70% after copay	60% ded waived not to exceed \$35 per visit, 44 visits lifetime max.	60% ded waived combined \$2,000 lifetime max	60%, 20 combined visits per calendar	60% 31 days per calendar year max	60% after \$250 ded	Ded, then 70%	Ded then 60%	Ded, then 60%, 40 visits per calendar year	Ded then 60%	Ded then 60%	Ded then 60%	Ded, then 60%	nt Standard PPO HUMANA out-of
\$10 Copay	45 visits iffetine max		100% ; per vis 20 vis	90 days per calendar year max	Ded	\$15 copay, first copay only	Ded then 80%	Unimited days	Ded then 80%	Ded then 80%	323 copay	80% of allowance after	Proposed Standard PPO CIGNA OAP In-Network Out-of-Net
	60% ded wared 45 vants lifetime max			60% 30 days per calendar year max	Ded then 60%	Ded then 60%	Ded then 60%	Unlimited days	Ded then 60%	Ded then 60%	323 Ded then 60%		ork Out-of-Network

# THE CITY OF MIAMI BEACH PPO BENEFIT SUMMARY RFP No. 19-05/06

Eyeglasses and Contacts	Vision: Routine Eye Exam	Prescription Card - Mail Order Generic Brand Non Formulary	Brand Non Preferred	
\$75 allowance	%001	Yes \$30 Copay \$30 Copay	\$10 Copay	Current Pr HUR In-Network
Not Covered	Not Covered	Yes \$42 Copay \$42 Copay	\$14 Copay	Current Premium PPO HUMANA etwork Out-of-Network
\$25 allowance for frames \$25 allowance arrigic lense, \$39 allowance infocal lense, \$70 allowance trifocal, \$50 allowance contact lenses \$120 allowance for therappetit contact lenses	\$30 allowance	\$30 Copay \$30 Copay	\$10 Copay	Proposed CIG In-Network
	Noi covered	Not covered		Proposed Premium PPO CIGNA OAP Etwork Out-05-Network
\$75 allowance	100%	Yes \$30 generic \$75 preferred \$135 non preffered	\$25 Copay	Current St HUW In-Network
Not Covered	Not Covered	Yes 70% after copay 70% after copay	70% after copay	eal Standard PPO HUWANA ork Out-of-
single lente, \$30 allowance bifocal fense, \$70 allowance trifocal, \$50 allowance contact lenses, \$120 allowance for therapuetic contact lenses.	\$30 copay \$25 allowance for frames \$25 allowance	Yes \$30 generic \$75 preferred \$135 non preffered	\$25 Copay \$45 Copay	Proposed S CIGN In-Network
	Not to vered	Not Covered	Not Covered	Proposed Standard PPO CIGNA OAP In-Network Out-of-Network

This is a summary only and is not intended to be complete description of covered services. More complete information is contained in the Group Contract/Certificate. If a discrepancy arises between this benefit summary and the actual Group Contract/

# THE CITY OF MIAMI BEACH HMO BENEFIT SUMMARY RFP # 19-05/06

# THE CITY OF MIAMI BEACH HMO BENEFIT SUMMARY RFP # 19-05/06

	Current HUMANA Premium HMO	Proposed HMO CIGNA Premium HMO	Current HUMANA Standard HMO	Proposed HMO CIGNA Standard HMO
Maternity - Physician	\$5 Copay	\$5 Copay	\$15 copay -primary \$25 copay- specialist	\$15 copay -primary \$25 copay- specialist
- Hospital	\$100 per admission	\$100 per admission	\$100 copay per day, first 5 days	\$100 copay per day, first 5 days
In-Patient Mental/Nervous	\$100 per admission, 30 days/year	\$100 per admission, 30 days/year	\$100 copay per day 1st 5 days (30 days per calendar year max)	\$100 copay per day (30 days per calendar year max)
Out-Patient Mental/Nervous	\$5 Copay, 20 visits/cal year	\$5 Copay, 20 visits/cal year	\$15 copay per visit (20 visits per calendar year max)	\$15 copay per visit (20 visits per calendar year max)
In-Patient Substance Abuse	\$100 copay per day, first 5 days	\$100 per admission. 30 days/year	\$100 copay per day for the 1st 5 days	\$100 copay per day (30 days per calendar year max)
Out-Patient Substance Abuse	100% up to \$35 per visit 44 visits per lifetime max	\$35 Copey per visit. 45 visits per lifetime max	100% up to \$35 per visit 44 visits per lifetime max	\$35 Copay per viait 45 viaits per lifenme max
Prescription Drugs - Generic	\$5 Copay	\$15 Capay	\$10 copay	\$10 copay
- Brand - Non-Preferred	\$5 Copay	\$15 Copay	\$25 copay \$45 copay	\$25 copay \$45 copay
P	Var	Vac	Vac	ov uny suppry max
Prescription Mail Order	A 0.5	X 00	(3X Copay)	(3X Copay)
- Generic	\$15 Copay	\$15 Copay	\$30 copay	\$30 copay
- Non-Formulary	этэ сорау	ara copay	\$135 copay	\$135 copay
	90 day supply	90 day suppiy	90 day suppiy	90 day supply
Vision:	\$10 Const	\$10 Consv	\$10 Copay	& IO Copacy
Exam	No Charge	\$10 Copay	No Charge	\$10 Copay
Trifocal	\$20 Copay	\$40 allowance	\$20 Copay	\$40 allowance
Oversized	\$10 Copay	Discount Provided	\$10 Copay	Discount Provided
Tints	No Charge	Discount Provided	No Charge	Discount Provided
Frames	Regular price to \$75 allowance	\$30 allowance	Regular price to \$75 allowance	\$30 allowance
Hard Daily Wear	\$85	\$75 allowance	<del>5</del> 785	\$75 allowance
Soft Daily Wear	\$85	Available through rider	\$85	Ayaialble through rider
Soft Extended Wear	\$135		\$135	100
Toric Daily Wear	\$200		\$200	
Toric Flexible Extended Wear	\$275		\$275	
W/J extended wear opaque	\$225		\$225	
Follow up office visits	No Charge		No Charge	
Contact Lens NJ	NO Charge		No Cital ge	

This is a summary only and is not intended to be complete description of covered services. More complete information is contained in the Group Contract/Certificate. If a discrepancy arises between this benefit summary and the actual Group

# THE CITY OF MIAMI BEACH POS BENEFIT SUMMARY RFP No. 19-05/06

Home Health Care  No Copay, 40 visits per  Ped then 70%	Inpatient Hospital \$100 copay per Ded, then 70% (\$500 per admission admission)	Ambulance  No Copay  Ded, then 70%	Urgent Care \$5 Copay \$5 Copay	Emergency Room/Hospital \$50 copay (waive if Accidents admitted)  \$50 copay (waive if Ded, then 70%)	X-ray and Lab Outpatient - Physician's  Office No Copay Ded, then 70%	Outpatient Surgery (hospital or surgery center)  No Copay  Ded, then 70%	ng & Treatment	tional No Copay	No Copay	No Copay	Office Visit \$5 Copay	\$5 Copay	Child health \$5 Copay 70% ded waived		Physician Office Visit \$5 Copay Ded then 70%	Maximum Family Out of Pocket \$0 \$5,000	Maximum Annual Out of Pocket \$0 \$2,500	Family Maximum Copayments N/A N/A	Copayments N/A	Family Deductible \$0 \$800	Annual Deductible \$0 \$400	Current POS HUMANA Out-of Network
	0% (\$500 per \$100 copay per admission	hen70% No Copay	Copay \$5 Copay	\$50 c		hen 70% No Copay							:d waived \$5 Copay		1en 70% \$5 Copay	.000 \$1,000		V/A N/A				In-Network
ts per D	Ded, then 70% (\$500 per admission)	Ded, then 70%	\$5 Copay	\$50		Ded, then 70% (\$250 per admission)							3230) 70% ded waived	Ded, then 70% (max	Ded, then 70%		\$2,500	N/A	N/A	\$800		Proposed POS CIGNA  Out-of Network

# THE CITY OF MIAMI BEACH POS BENEFIT SUMMARY RFP No. 19-05/06

	Curr	Current POS HUMANA	Propo CI	Proposed POS CIGNA
Durable Medical Equip.	In-Network  No Copay	Out-of Network Ded, then 70%	in-Network No Copay	Out-of Network Ded, then 70%
Maternity - Physician - Hospital	\$5 Copay \$100 per admission	Ded then 70% Ded then 70% (\$500 per admission)	\$5 Copay \$100 per admission	Ded, then 70% Ded then 70% (\$500 per admission)
Infertility	Not Covered	Not Covered	Not Covered	Not Covered
In-Patient Mental/Nervous				
	\$100 per admission, 30 days/year	Ded, then 70%(\$500 per admission)	\$100 per admission, 30 days/year	\$100 per admission, 30 Ded, then 70% (\$500 per admission)
Out-Patient Mental/Nervous	\$5 Copay, 20 visits/cal year	Ded, then 70% 20 visits/cal year	\$5 Copay, 20 visits/cal year	Ded, then 70%
In-Patient Substance Abuse	\$100 per admission(detox)	Ded, then 70% (\$500 per admission, detox)	\$100 per admission (detox)	Ded, then 70% (\$500 per admission, detox)
Out-Patient Substance Abuse	\$100% up to \$35 per visit, limited to 44 combined visits per lifetime	Ded, then 70%. Limited to \$35 Copay per vi 44 combined visits per visits per lifetime	\$35 Copay per visit, 45 visits per lifetime max	Ded, then 70%
Prescription Drugs - Generic	\$10 Copay	\$14 Copay	\$10 Copay	
·				
- Brand - Non-Preferred	\$10 Copay	\$14Copay	\$10 Copay	Non Coxeled
	30 day supply max	30 day supply max	30 day supply max	

# THE CITY OF MIAMI BEACH POS BENEFIT SUMMARY RFP No. 19-05/06

Not Covered	Si	Not Covered	\$75 allowance	Eyeglasses and Contacts
Not Covered	\$10 Copay 30 allowance frames,	Not Covered	100%	Vision: Routine Eye Exam
	So day supply 5x s Copay		90 day supply 3x's Copay	
Not Covered	00 4 2 2 2 2 2 2			Non-Preferred
	\$30 Copay	\$42 Copay	\$30 Copay	- Brand
	\$30 Copay	\$42 Copay	\$30 Copay	- Generic
				Prescription Mail Order
	Yes	Yes	Yes	Prescription Card
Proposed POS  CIGNA  Out-of Network	Propo CI In-Network	HUMANA Out-of Network	Curre HUN In-Network	

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# ATTACHMENT B

Dental Plan Designs Comparisons

# CITY OF MIAMI BEACH Dental Indemnity Summary Form RFP No. 19-05/06

Employee Employee	Rates	Rates	Participation Requirement Rate Constraints		Waiting Periods	8070 / 8080 Orthodontics (if selected)	5110 / 5120 Prosthodontics (complete upper or lower denture)	2740 Crown/Bridge (Porcelain crown)	7220 Oral Surgery (extra impacted tooth)	Periodontics (perio scaling & root planning, quad)	ntics - (anterior)	Restorative surface)	210 X-Ray (as part of routine exam)	1110 / 1120 Prophylaxis	120 Periodic Exam	9430 Office Visit	Annual Maximum	Deductible	Reimbursement	Plan Type
	-				12 m	50% cl \$1,00	lower		(extract one	planning, 1	Root Canal	(amalgam, one								Curre
	40000	\$30.18	Est	Based on curre	12 months for major services and orthodontics	50% children up to 19 years of age, \$1,000 lifetime max, with annual max of \$500.	50% after ded	50% after ded	50% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% after ded	100% after ded	None	\$1,500	\$50/ \$150 per family	70% UCR	Current Indemnity Elite Choice 400 (with Ortho)
		\$30.18	2 years	Based on current participation	12 months for major services and orthodontics	50% children up to 19 years of age, \$1,000 lifetime max, with annual max of \$500.	50% after ded	50% after ded	50% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% after ded	100% after ded	None	\$1,500	\$50/\$150 per family	70% UCR	Renewal Indonnity Elite Choice 400 (with Ortho)
		\$30,17	2 year with 6.5% cap on third year	A minimum of 25% of employees must enroll across all of the dental plan offerings. If DPPO is offered stand alone, a minimum of 50 enrollees are required to sustain coverage, however the rates may be reevaluated, should enrollment change bu +/- 15% from current at time of quote.	12 months for major services and orthodontics	50% children up to 19 years of age, \$1,000 lifetime max.	50% after ded	50% after ded	50% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% after ded	100% after ded	None	\$1,500	\$50/ \$150 per family	80% UCR	Indeputity Plan I (DPPQ2)

This is a summary only and is not intended to be a complete description of covered services. More complete information is contained in the Group Contract/Certificate. If a discrepancy arises between this benefit summary and the actual Group Contract/Certificate will prevail in all circumstances.

# CITY OF MIAMI BEACH Dental HMO Summary Form RFP No. 19-05/06

- years
100% for consultation, \$35 for evaluation, \$250 for treatment planning, \$1,800 for treatment under age 19, \$2,000 for adults.
1
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1
ı i
Renewal HMO - CS 150

This is a summary only and is not intended to be a complete description of covered services. More complete information is contained in the Group Contract/Certificate. If a discrepancy arises between this benefit summary and the actual Group Contract/Certificate will prevail in all circumstances.

							8070 / 8080	5110 / 5120	2740	7220	4341	3221	2140	210	1110/1120	120	9430						ADA Code
Family	Employee & 1	Employee	Rates	Rate Guarantee	Partition for Requirement	Waiting Periods	Orthodontics (if selected)	Prosthodontics (complete upper or lower denture)	Crown/Bridge (Porcelain crown)	Oral Surgery (extract one impacted tooth)	Periodontics (perio scaling & root planning, 1 quad)	Endodontics - Canal Therapy (anterior)	Restorative (amalgam, one surface)	X-Ray (as part of routine exam)	Prophylaxis	Periodic Exam	Office Visit	Annual Maximum	Deductible	Reimbursement		Pua Type	CARRIER
300.44	\$44.66	\$23.16		ii Iy	Based on current participation	12 months for major services and orthodontics	50% children up to 19 years of age; \$1,000 lifetime max, with annual max of \$500.	50% after ded	50% after ded	80% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% (ded waived)	100% (ded waived)	None	\$1,500	\$50/\$150 per family	DNI Schedule	In-Network	Current PPO - SLV-80	
.44	.66	.16		Lycar	nt participation	12 months for major services and orthodontics	50% children up to 19 years of age; \$1,000 lifetime max, with annual max of \$500.	50% after ded	50% after ded	60% after ded	50% after ded	50% after ded	60% after ded	60% after ded	80% after ded.	80% after ded.	None	\$1,500	\$50/ \$150 per family	DNI Schedule	Out of Network	) SLV-80	Сопрве
97	S	32	58 tc3	2)	Based on curr	12 months for major services and orthodontics	50% children up to 19 years of age; \$2,000 lifetime max, with annual max of \$750.	50% after ded	50% after ded	80% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% (ded waived)	100% (ded waived)	None	\$2,000	\$50/\$150 per family	CompNet	In-Network	Proposed PPQ - EP 505	nefita .
0.77	\$46.00	3.83	000	2 years	Based on current participation	12 months for major services and orthodontics	50% children up to 19 years of age; \$2,000 lifetime max, with annual max of \$750.	50% after ded	50% after ded	80% after ded	50% after ded	50% after ded	80% after ded	80% after ded	80% after ded.	80% after ded.	None	\$2,000	\$50/ \$150 per family	80% UCR	Out-of-Network	·O EP 505	
+ > -	301.71	17.153	\$17	2 years with 6 5% cap on third year	A minimum of 25% of employees must enroll across all dental plan offerings. If DPPO is offered stand alone , a min of 50 enrolees. Rates may be evaluated should enrollment change by +/- 15% from current time of the quote.	12 months for major services and orthodontics	50% children up to 19 years of age; \$2,000 lifetime max.	50% after ded	50% after ded	80% after ded	50% after ded	50% after ded	80% after ded	80% after ded	100% (ded waived)	100% (ded waived)	None	\$2,000	\$50/ \$150 per family	Schedule	In-Network	Froposed PPO Plan 2	Cigna
	50	71	20	cap on third year	must enroll across all dental plan ind aloae , a min of 50 enrolees. rollment change by +/- 15% from of the quote.	12 months for major services and orthodontics	50% children up to 19 years of age: \$2,000 lifetime max.	50% after ded	50% after ded	60% after ded	50% after ded	50% after ded	60% after ded	60% after ded	80% after ded.	80% after ded	None	\$2,000	\$50/ \$150 per family	80% UCR	Out-of-Network	'O Pim 2	3

# ATTACHMENT C

Gallagher Recommendation



# Gallagher Benefit Services, Inc.

A Subsidiary of Arthur J. Gallagher & Co.

July 3, 2006

Ms. Mayra Buttacavoli, Director of Human Resources and Risk Management City of Miami Beach 1000 Convention Center Drive Miami Beach, Florida 33139

Re: Group Medical and Dental RFP Process and Evaluation

Dear Mayra,

On behalf of the City of Miami Beach, Gallagher Benefit Services, Inc. prepared a request for proposal for the City's medical and dental coverages. The request included duplication of existing benefits and alternative schedules of benefits with the objective of reducing the City's and employees overall costs. Exhibit #1 will illustrate the selected respondents for both coverage lines and the funding vehicles offered.

After reviewing both the financial analysis and the benefit comparisons, we recommend renewing both product lines with the incumbent carriers, Humana and CompBenefits. Reasons are as follows:

#### Medical

- Although Humana did not offer the lowest overall cost, the difference does not warrant the expense of employee re-education, re-enrollment and general disruption. In addition, Humana has added several administrative enhancements to assist in areas such as dedicated customer service support, expanded wellness benefit coverage, as well as on-site support for the Human Resources Department.
- 2) 2008 renewal pre-negotiated based on City's incurred loss ratio.

#### Dental

- 1) Lowest overall cost with benefit enhancements to the PPO plan.
- 2) Plan costs guaranteed for two years.

Should you have any questions, please contact me at 561-998-6733. Again, we appreciate the opportunity to work with you and the City of Miami Beach.

Regards,

Richard G. Schell / Area Vice President

# **RESOLUTION TO BE SUBMITTED**

### **Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving a recommendation for the addition of a 7th parking level to the Multipurpose Municipal Parking Facility and authorizing the modification of the existing agreement with Perkins + Will (Architect) for the additional professional design and construction administration services to be funded upon ratification of the 2006-2007 Capital Budget which includes the additional funds, in the amount of \$11,973,567, to cover the changes in the design scope and other costs.

# **Key Intended Outcome Supported:**

To ensure well designed quality projects.

#### lssue:

Should the City Commission authorize the additional scope to be added and funded upon ratification of the 2006-2007 Capital Budget?

# Item Summary/Recommendation:

On April 14th, 2004, the Mayor and City Commission approved Resolution No. 2004-25543 authorizing the execution of an agreement with the Architect, in an amount of \$1,200,788 for the provision of Planning, Architecture, Landscape Architecture, and Engineering Services required to design the Multi-Purpose Municipal Parking Facility project. It was determined during the planning process, as described and recommended in the Basis of Design Report (BODR) presented, that the number of parking spaces should be increased and, that an additional services agreement should be negotiated with the Architect, based on fees already established for the upper project scope limit defined as Option Two in the original Memorandum dated April 14, 2004. During the time frame when the ninety (90%) design submittal was being prepared by the Architect, the City determined that additional parking would be required to accommodate the expected number of vehicles that would use the garage. A proposal was requested from the Architect for the cost of adding a 7th level to the facility. City and URS Program Management staff met with the Architect to negotiate the additional project scope and fee. The 7th level will add parking spaces to the facility and the additional scope includes re-design of structural components, building infrastructure and modifications to the façade. This scope of work is consistent with the maximum build out of the project as described in the project RFQ. In addition to the design fees, the appropriation of \$11,973,567 included in the 2006-2007 Capital Budget, encompasses additional construction costs, traffic consulting fees, additional costs to the Architect for converting the plans and specifications into four separate bid packages to expedite construction, additional costs due to inflation and modified project scope, and corresponding expenses associated with CIP, URS and AIPP. appropriations for Parking Impact Fees in the amount of \$14,993,140 are proposed to be revised to \$4,353,734, due to lower collections and to minimize use of Parking Impact Fees within the RDA area, and to save Parking Impact Fees for areas outside the RDA. RDA funds are increased to reflect that this project will ultimately provide for 300 parking spaces associated with the New World Symphony SoundSpace project, by freeing up 300 parking spaces in the 17<sup>th</sup> Street Parking Garage, and providing excess parking with the additional 6<sup>th</sup> and 7th levels of the Multipurpose Municipal Parking Facility. Parking Operations Funds are also increased to cover the full cost of the liner office building within the Multipurpose Municipal Parking Facility. It is anticipated that these funds will be repaid by rent payments from various city departments that will occupy the building.

# **Advisory Board Recommendation:**

N/A

#### Financial Information:

Source of Funds:

OBP

	Amount	Account	Approved
1	(\$10,639,406)	Parking Impact Fees Fund 155	
2	\$13,163,606	City Center RDA Fund 365	
3	\$9,449,367	Parking Operations Fund 480	

City Clerk's Office Legislative Tracking:

Hiram G. Siaba, CIP Office

Sign-Offs:

Department Director

Assistant City Manager

City Manager

MC

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AGENDA ITEM R7S
DATE 9-6-06



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

# COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

Jorge M. Gonzalez, City Manager

FROM:

DATE:

September 6, 2006

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A RECOMMENDATION FOR THE ADDITION OF A 7TH PARKING LEVEL TO THE MULTIPURPOSE MUNICIPAL PARKING FACILITY AND AUTHORIZING THE MODIFICATION OF THE EXISTING AGREEMENT WITH PERKINS + WILL, INC. (ARCHITECT) FOR THE ADDITIONAL PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES TO BE FUNDED UPON RATIFICATION OF THE 2006-2007 CAPITAL BUDGET, WHICH INCLUDES THE ADDITIONAL FUNDS, IN THE AMOUNT OF \$11,973,567, TO COVER THE CHANGES IN THE DESIGN SCOPE AND OTHER COSTS.

# ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

## **FUNDING**

Funding for the additional expected construction cost, professional services from the Architect including traffic consulting fees, inflation costs, scope modifications, and additional expenses associated with CIP Office charges, URS construction management fees, and the corresponding Art in Public Places fee, in the total amount of \$11,973,567, is included for Appropriation as part of the 2006-2007 Capital Budget. Prior appropriations for Parking Impact Fees in the amount of \$14,993,140 are proposed to be revised to \$4,353,734, due to lower collections and to minimize use of Parking Impact Fees within the RDA area, and to save Parking Impact Fees for areas outside the RDA. RDA funds are increased to reflect that this project will ultimately provide for 300 parking spaces associated with the New World Symphony SoundSpace project, by freeing up 300 parking spaces in the 17th Street Parking Garage, and providing excess parking with the additional 6th and 7th levels of the Multipurpose Municipal Parking Facility. Parking Operations Funds are also increased to cover the full cost of the liner office building within the Multipurpose Municipal Parking Facility. It is anticipated that these funds will be repaid by rent payments from various city departments that will occupy the building.

## **ANALYSIS**

On September 10th, 2003, the Mayor and City Commission approved Resolution No. 2003-25332 authorizing the execution of a Development Agreement between the City of Miami Beach and the New World Symphony (NWS) for the development of a portion of the surface parking lot, bounded by 17th Street to the North, North Lincoln Lane to the South, Washington Avenue to the East and Pennsylvania Avenue to the West, for construction of City Commission Memorandum – MMPF 7<sup>th</sup> Floor September 06, 2006 Page 2 of 4

an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 600-space (+/-) public parking garage facility. In approving the execution of the Agreement, the Commission also directed that the Administration should proceed with developing a new Multipurpose Municipal Parking Facility (MMPF) on the site of the existing City Hall surface lot. Throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of either of the 17th Street surface parking lots. Consequently, the Municipal Multipurpose Parking Facility must be built and completed, or an alternate acceptable replacement parking location must be identified, prior to the commencement of construction of the NWS project construction. At that time, the estimated schedule called for substantial completion of the MMPF by November 2007, and final completion by February 2008.

On September 10, 2003, the City Commission authorized the issuance of a Request for Qualifications (RFQ) No. 69-02/03 for Architectural, Engineering, Design, and Construction Administration Services needed to Plan, Design, and Construct a Multipurpose Municipal Parking Facility on the current site of the City Hall Surface Parking Lot. The RFQ was issued on September 29, 2003 and on February 4, 2004, the City Commission approved Resolution 2004-25479 authorizing the Administration to negotiate with the Architect to set fees for the required professional services.

On April 14th, 2004, the Mayor and City Commission approved Resolution No. 2004-25543 authorizing the execution of an agreement with the Architect, in an amount of \$1,200,788 for the provision of Planning, Architecture, Landscape Architecture, and Engineering Services required to design the Multi-Purpose Municipal Parking Facility project.

It was determined during the planning process, as described and recommended in the BODR presented, that the number of parking spaces should be maximized, and as such an additional services agreement should be negotiated with the Architect, based on fees already established for the upper project scope limit defined in the original Memorandum dated April 14, 2004.

During the time frame when the ninety percent (90%) design submittal stage was being prepared by the Architect, the City determined that additional parking would be required to accommodate the expected number of vehicles which would use the garage. The Parking Department as of August 2005, has a waiting list of 1018 parking spaces in the Lincoln Road corridor. Consequently a proposal requested from the Architect for the cost of adding a 7th parking level, which would provide 101 additional parking spaces, was negotiated for \$201,780. The added level includes the development of the construction documents and specifications for the new floor, as well as the added building infrastructure, modifications to the façade, and the required changes to the building foundations and structure.

In addition, the Architect has been requested to redesign the office space floor layouts to accommodate the City's requirements at a negotiated cost of \$34,006. The Architect has also been directed to convert the single set of plans and specifications into four separate bid packages in order to expedite construction to meet the schedule so that the project is completed prior to the start of construction of the NWS facility. The negotiated cost for this work is \$147,826.

Additionally, the "soft dig" geotechnical exploration work estimate, in the initial Architect's Agreement under the category of "Reimbursables" increased in scope, with the cost of the work increasing by \$21,604. Similarly the reproduction costs estimate, also under the "Reimbursables" category is expected to be exceeded by \$10,000. The total fee increase request for the Architect is \$415,216. With all of these associated costs included, the total

City Commission Memorandum – MMPF 7<sup>th</sup> Floor September 06, 2006 Page 3 of 4

Architect's fee would increase to \$1,816,484.

Due to the additional scope and other modifications, inflationary costs to the construction, the changes in procurement methods, and the associated fees for CIP, URS and the AIPP component, the total cost of the Project has risen significantly and the total additional funding request is included in the 2006-2007 Capital Budget proposal. The table below lists a chronology of changes implemented into the design, and associated cost impacts:

Item	Description	Incremental Cost	Current Est. Cost
Resolution No. 2004- 25543	IN APRIL 2004, COMMISSION AWARDS PERKINS & WILL TO DESIGN OPTION ONE, A FIVE LEVEL PARKING GARAGE WITH A FOUR FLOOR OFFICE LINER BUILDING, WITH THE CAVEAT THAT IF, THROUGH THE PROCESS OF DESIGN, THE DESIGN EVOLVES INTO OPTION TWO, A SIX LEVEL PARKING GARAGE WITH A FIVE FLOOR OFFICE LINER BUILDING		\$ 16,740,000
Resolution No. 2005- 25913	IN MAY 2005, COMMISSION APPROVES DRB RECOMMENDATION (Resolution No. 2005-25913) TO INCREASE TO GARAGE TO SIX LEVELS AND THE OFFICE LINER BUILDING TO FIVE FLOORS (OPTION TWO).	\$ 3,093,493	\$ 19,833,493
Additional Scope	A COMBINATION OF SCOPE CHANGES, INCLUDING ADDITIONAL FACILITIES, CODE INTERPRETATION, VARIOUS RIGHT-OF WAY IMPROVEMENTS; MAXIMIZING THE BUILDING FOOTPRINT TO ACCOMMODATE THE IDENTIFIED SPACE REQUIREMENTS	\$ 2,026,707	\$ 21,860,200
Escalating Costs	THE IMPACT OF RAPIDLY ESCALATING CONSTRUCTION AND MATERIALS COSTS CONTRIBUTED SIGNIFICANTLY TO THE COST INCREASE.	\$ 6,709,800	\$ 28,570,000
July 2006	IN ORDER TO ADDRESS A CURRENT AND PROJECTED BACKLOG OF OVER 1000 PARKING GARAGE SPACES IN THE LINCOLN ROAD CORRIDOR, THE ADDITION OF A SEVENTH PARKING LEVEL IS PROPOSED AS PART OF SEPT. COMMISSION AGENDA.	\$ 2,601,190	\$ 31,171,190

The actual expenses related to the seventh floor addition can be summarized as the construction cost of \$2,141,700 and the additional Architect's fee in the amount of \$201,780 which translates to approximately \$23,000 / parking space. If the City Commission chooses not to add the additional parking level, the Capital budget can be adjusted downward by \$2,343,480.

Given the current cost for parking spaces ranging anywhere from \$25,000, without land acquisition, to \$46,000 with land acquisition, the increase by 100 spaces seems appropriate.

City Commission Memorandum – MMPF 7<sup>th</sup> Floor September 06, 2006 Page 4 of 4

The current estimated schedule projects substantial completion of the parking garage portion of the facility by July, 2008, and final completion of the project by December, 2008.

## CONCLUSION

The Administration recommends that the Commission approve the Architect to proceed with including a 7th level of parking into the design of the Project, along with the other revisions described above, and amend the Agreement with the Perkins & Will to a total, in the amount of \$1,816,484, pending ratification of the 2006-2007 Capital Budget, which includes additional funding, in the amount of \$11,973,567, for the Project.

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RESOLUTION NO	
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A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A RECOMMENDATION FOR THE ADDITION OF A 7TH PARKING LEVEL TO THE MULTIPURPOSE MUNICIPAL PARKING FACILITY; APPROVING AND AUTHORIZING AMENDMENT NO. 2 TO THE EXISTING AGREEMENT WITH PERKINS + WILL, INC., IN THE AMOUNT OF \$415,216, FOR ADDITIONAL PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES TO BE FUNDED UPON RATIFICATION OF THE FISCAL YEAR (FY) 2006-2007 CAPITAL BUDGET.

WHEREAS, on September 10th, 2003, the Mayor and City Commission approved Resolution No. 2003-25332, authorizing the execution of a Development Agreement between the City and the New World Symphony (NWS) for the development and construction of an approximately 50,000 square foot educational, performance and internet broadcast facility with an exterior screen ("Soundspace"), and an approximately 320-space (+/-) public parking garage facility; and

**WHEREAS**, in approving the execution of the Agreement, the City Commission also directed the Administration to proceed with developing a new Multipurpose Municipal Parking Facility (MMPF) on the site of the existing City Hall surface lot (the project); and

WHEREAS, on April 14th, 2004, the Mayor and City Commission approved Resolution No. 2004-25543, authorizing the execution of Professional Services Agreement with Perkins + Will, Inc. (Architect), in an amount of \$1,200,788, for the provision of planning, architecture, landscape architecture, and engineering services required to design and construct the MMPF Project (Agreement); and

WHEREAS, during the time frame when the ninety percent (90%) design submittal stage was being prepared by the Architect, the City determined that additional parking would be required to accommodate the expected number of vehicles which would use the MMPF (since the Parking Department, as of August 2005, has a waiting list in the Lincoln Rd corridor of 1018 parking spaces); and

**WHEREAS,** a proposal was requested from the Architect for the cost of adding a 7th level to the MMPF, and the Architect's proposal was \$201,780; and

WHEREAS, in addition, the Architect has been requested to redesign the office space floor layouts to accommodate the City's requirements, for a fee of \$34,006; and the Architect will also be directed to convert the single set of plans and specifications into four separate bid packages, instead of one, in order to expedite construction to meet the original schedule so that the Project is completed prior to the start of construction of the NWS facility; all for a fee of \$147,826; and

**WHEREAS,** the "soft dig" geotechnical exploration work estimate (in the Agreement under the category of "Reimbursables") increased in scope, with the cost of the work increasing by \$21,604, and the reproduction costs estimate, (similarly under the "Reimbursables" category) is expected to be exceeded by \$10,000; and

**WHEREAS**, the total fee increase to the Agreement, as a result of the additional services requested herein, is \$415,216; and

**WHEREAS**, the increased cost of \$11,973,567 will be funded upon ratification of the of the Fiscal Year (FY) 2006-2007 Budget.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve a recommendation for the addition of a 7th parking level to the Multipurpose Municipal Parking Facility authorize amendment No. 2 to the existing Agreement with Perkins + Will, Inc., and in the amount of \$415,216 for additional professional design and construction administration services.

	PASSED and ADOPTED th	is day of	_, 2006.
ATTEST:			
OITY OF EDIT			
CITY CLERK	•	MAYOR	

T:\AGENDA\2006\sep0606\Regular\MPPF 7th floor Reso.doc

# AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL AND ENGINEERING (A / E) SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND PERKINS + WILL, INC. DATED SEPTEMBER 6, 2006

FOR THE PROVISION OF ADDITIONAL PROFESSIONAL SERVICES NECESSARY FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF MULTIPURPOSE MUNICIPAL PARKING GARAGE PROJECT.

This Amendment No. 2 to the Professional Architectural and Engineering (A/E) Services Agreement (Agreement) made and entered this 6th day of September, 2006 by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and PERKINS + WILL, INC., having its offices at 999 Ponce De Leon suite 915, Coral Gables, Florida 33134 (hereinafter referred to as Consultant).

# **RECITALS:**

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 69-02/03, the Mayor and City Commission adopted Resolution No. 2004-25543, on April 14, 2004, approving and authorizing the Mayor and City Clerk to execute an Agreement with Consultant for Professional Services for the Multipurpose Municipal Parking Garage (the Project); and

**WHEREAS,** the Agreement provides for the planning, design, landscape architecture, engineering services bidding and award, construction administration and reimbursables for the Project; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$1,200,788; and

**WHEREAS**, at this time, the City has negotiated Amendment No. 2, for the addition of the seventh floor to the parking garage; and

WHEREAS, the Consultant met with the URS Corporation, the City's Program Manager, and it has been established that this additional service request is fair and reasonable; and

**WHEREAS**, this Amendment No. 2 increases the Agreement fee by \$415,216 for a total fee of \$1,816,484.

**NOW, THEREFORE,** the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

MPPF Amendment No 2.doc Page 1 of 3

# 1. ABOVE RECITALS

The above recitals are true and correct and are incorporated as a part of this Amendment No. 2.

# 2. MODIFICATIONS

The Agreement is amended as defined in Schedule A; a break down of the Consultant fee schedule is defined in Schedule B, attached herein.

# 3. OTHER PROVISIONS

All other provisions of the Agreement remain unchanged.

# 4. RATIFICATION

The City and Consultant ratify the terms of the Agreement, as per this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:	CITY OF MIAMI BEACH, FLORIDA
City Clerk	By: Mayor
ATTEST:	CONSULTANT: PERKINS + WILL, INC.  By:
Secretary:	President
Print Name	Print Name

MPPF Amendment No 2.doc Page 2 of 3

#### **SCHEDULE A**

#### **SCOPE OF SERVICES**

Schedule "A" entitled, "Scope of A/E Consultant Services", is amended as follows:

See attachment proposals and scope descriptions attached.

#### TIME OF COMPLETION

The proposed improvements will increase construction time, thus contract administration services in two months, for a total estimated 26 months of construction duration. Additional design services contemplated by this Amendment are to be completed in within the base Agreement schedule adopted via Resolution No. 2004-25543, on April 14, 2004 between the City and Consultant.

#### PAYMENT AND COMPENSATION

The method of calculating fees for the aforementioned proposed additional professional architectural and engineering services is established in Exhibit "Schedule B" attached, based on estimated labor plus direct costs. The total fee proposed for this scope of work shall be on a not-to-exceed basis in the amount of \$1,816,484. Invoicing will be monthly and based on hourly rates as defined in the current Agreement between Perkins + Will, Inc. and the City of Miami Beach, Florida dated 14, 2004, as amended.

T:\AGENDA\2006\sep0606\Regular\MPPF Amendment No 2.doc

MPPF Amendment No 2.doc Page 3 of 3

999 Ponce De Leon Blvd. Suite 915 Coral Gables, FL 33134

t: 305.569.1333 f: 305.569.1334 www.perkinswill.com

### PERKINS + WILL

July 27, 2006

Mr. Stephen Baumal URS Corporation 7650 Corporate Center Drive Suite 401 Miami, FL 33126-1220

Re: CMB-MMPF - Add Service Additional Parking Deck

Dear Mr. Baumal:

As discussed, the following is our proposal for the additional services required to provide an additional parking level on the above referenced facility. The parking deck will require additional architectural, engineering and cost estimating services. The following is a breakdown of our scope of services:

#### I. SCOPE OF SERVICES:

#### A) Perkins + Will (Garage)

\$ 140,840.00

Sent via email

- Participation in additional planning, execution, coordination and progress meetings
- Preparation of all schedules, elevations, reflected ceiling plans as needed to supplement construction documents
- Provide new floor plan(s) and modify existing drawings to reflect new additional floor/deck level. (An approximate total of three additional sheets must be provided and approximately 28 existing drawings must be modified.)
- Coordination with MEP/FP and Structural engineers
- Additional bidding, award and construction services: additional time for construction meetings/site visits, shop drawing review, RFI, field observations, project close out, etc.

#### B) JALRW (MEP/FP - Garage)

\$10,640.00

- Additional Mechanical drawings
- Additional Electrical drawings
- Additional Plumbing drawings
- Revision to existing risers and schedules
- Additional time during site visits

NORTH AMERICA I ASIA | MIDDLE EAST | AFRICA | EUROPE

#### C) DDA Engineers, P.A. (Structural - Garage)

\$44,800.00

- Structural calculation and redesign
- Additional structural drawings
- Revision to existing drawings and schedules
- Additional time during site visits

rge Betinsent

#### D) Additional Cost Estimating Services

\$5,500.00

One final estimate at completion of document of document revision

#### TOTAL ARCHITECTURAL/INTERIORS AND ENGINNERING FEES:

\$201,780.00

Total includes all architectural and engineering services for the addition of one parking level.

Submission and/or presentation to the Design Review Board or Community and other services not included or outlined above are additional services. Additional services shall be billed on an hourly rate as per Schedule C of the Professional Service Agreement between the City of Miami Beach and Perkins + Will. The scheduled hourly rate shall be adjusted as per the consumer price index as stipulated in the agreement.

Sincerely,

George Betancourt, AIA

Perkins+Will

cc: Carlos Chiu

SCHEDULE B CITY OF MIAMI BEACH PERKINS+WILL COMPENSATION FEE SCHEDULE

# ADD SERVICE ADDITIONAL OFFICE FLOOR GARAGE LEVEL

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999 Ponce De Leon Blvd. Suite 915 Coral Gables, FL 33134

t: 305.569.1333 f: 305.569.1334 www.perkinswill.com

#### PERKINS +WILL

July 7, 2006

Mr. Stephen Baumal
URS Corporation
7650 Corporate Center Drive
Suite 401
Miami, FL 33126-1220

Sent via email

Re: CMB-MMPF - Add Service 02 Interior Layout Re-Design (Ground through Third levels)

Dear Mr. Baumal:

The following is our fee for the additional services required for the redesign of that portion of the office layout previously designed and presented. It covers the additional time required for departmental meetings, design, multiple design review meetings, coordination with the architectural and MEP component of the project and managements of the process. Additionally, there is also the relocation of the Main IT closet to the fourth floor and the relocation of the Domestic Water and Fire Pump Rooms necessary in order to provide an IT receiving area on the ground floor.

Please note that this proposal does not include the time necessary for the assembly of this portion of the work into a separate bid package nor does it cover any additional time necessary for the preparation of separate Building Department documents or its review. The following is a breakdown of our scope of services:

#### I. SCOPE OF SERVICES:

#### A) Perkins + Will (Interiors/Architecture)

\$28,506.00

- Meet with Department head for programming purposes.
- Provide new design layouts and prepare new floor plans.
- Prepare for and attend additional Design Meetings
- Modify existing plans affected by new layouts changes.
- Coordination with MEP/FP

B) JALRW (MEP/FP) - Relocation of Domestic Water and Fire Pump Rooms

\$2,500.00

C) JALRW (MEP/FP) - Relocation of Main IT Room to the fourth Floor

\$3,000.00

#### TOTAL INTERIORS/ARCHITECTURAL AND ENGINEERING FEES:

\$34,006.00

The above total includes all the architectural, interior and engineering services required for the revision of the interior office spaces. Services not included or outlined above are additional services. Additional services shall be billed on an hourly rate as per Schedule C of the Professional Service Agreement between the City of Miami Beach and Perkins + Will. The scheduled hourly rate shall be adjusted as per the consumer price index as stipulated in the CMB/P+W Agreement.

Sincerely,

George Betancourt, AIA

Juga Betanunt

Perkins+Will

cc: Carlos Chiu

SCHEDULE B CITY OF MIAMI BEACH PERKINS+WILL COMPENSATION FEE SCHEDULE

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ADDITIONAL SPACE PLANNING SERVICES
(RE-DESIGN)

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Note: Maximun annual increase as per CMB / P+W Agreement section 7.4.2 is 3%.

See Sheet 2 for Consumer Price Index Table

Portine + Will

# CONSUMER'S PRICE INDEX MIAMIFT. LAUDERDALE

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999 Ponce De Leon Blvd. Suite 915

Coral Gables, FL 33134

t: 305.569.1333 f: 305.569.1334 www.perkinswill.com

#### PERKINS +WILL

July 14, 2006

Mr. Stephen Baumal
URS Corporation
7650 Corporate Center Drive
Suite 401
Miami, FL 33126-1220

Sent via email

Re: CMB-MMPF - Add Service 03 Creation of Four Bid Packages

Dear Mr. Baumal:

The following is our fee for the additional services required for separating and organizing the document set into four bid packages. The packages are prepared as follows:

- 1. Site Demolition and Utilities
- 2. Piles and Pile Caps
- 3. Garage and Office Building
- 4. Tenant Build-out

The Add-Service fee covers the additional time necessary for organizational meetings; separation and organization of the documents; creation of additional specification sections; coordination of the work; additional time for the administration and/or managements of the process; additional building department and other AHJ work associated with separate approvals and permitting; and additional bidding, award and construction administration duties.

The following is a breakdown of fee associated with the required scope of services:

#### I. SCOPE OF SERVICES:

#### A) Perkins + Will (Architectural)

\$103,126.00

Organization and assembly of four Bid packages as described above.

B) DDA (Structural) - Separation of structural components

\$18200.00

C) JALRW (MEP/FP) - Separation of MEP/FP components

\$26,500.00

**TOTAL ARCHITECTURAL AND ENGINEERING FEES:** 

\$147,826.00

The above total includes all the architectural and engineering services required for the preparation of four bid packages. Services not included or outlined above are additional services. Additional services shall be billed on an hourly rate as per Schedule C of the Professional Service Agreement between the City of Miami Beach and Perkins + Will. The scheduled hourly rate shall be adjusted as per the consumer price index as stipulated in the CMB/P+W Agreement.

Sincerely,

George Betancourt, AIA

Juga Betanount

Perkins+Will

cc: Carlos Chiu

SCHEDULE B CITY OF MIAMI BEACH PERKINS+WILL COMPENSATION FEE SCHEDULE

ADD SERVICE SEPARATION OF BID PACKAGE FOUR SETS

\$10.000 \$14,770 \$5,347 \$7,023 56,578 \$5,250 **54,95**2 F4,812 \$6.416 54.**68**5 \$1,956 \$18,200 \$3.476 54,612 \$1,056 2 8 \$3,743 200 \$24,500 \$147,628 Tetal Design Service \$ 3 347 126 • 22.41 23 2 7 2 \$ 2 2 \$53.05 Ñ 8 경 형 612 \$54,541 \$69.12 \$ ଥ \$ \* S 3 S S 2 2 2 2 2 8 8 ñ 3 \$38,764 2 2 \$ 9 \$ 2 5 5 2 5 8 잃 9 **8** ü \$3,868 \$175.37 2 REQUESTS FOR WFORMATION (RFI)
REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR
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Perkins + Will

SCHEDULE B CITY OF MANN BEACH DDA COMPENSATION FEE SCHEDULE

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SCHEDULE B CITY OF MIAMI BEACH JALRW COMPENSATION SCHEDULE

ADD SERVICE SEPARATION OF BID PACKAGE

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Increase is base on April indexes - From one year to next

Note: Maximun annual increase as per CMB / P+W Agreement section 7.4.2 is 3%.

See Sheet 2 for Consumer Price Index Table

Pertdns + Will

# CONSUMER'S PRICE INDEX MIAMI/FT. LAUDERDALE

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# **RESOLUTION TO BE SUBMITTED**



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

OFFICE OF THE CITY CLERK, Robert Parcher, City Clerk TEL: (305) 673-7411, FAX: (305) 673-7254

#### COMMISSION MEMORANDUM

To:

Mayor David Dermer and

Members of the City Commission

From:

Jorge M. Gonzalez

City Manager

Date:

September 6, 2006

Subject:

**BOARD AND COMMITTEES** 

#### **ADMINISTRATION RECOMMENDATION:**

That appointments be made as indicated.

#### **BACKGROUND:**

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

#### **VACANCIES**

BOARD OR COMMITTEE: TO	TAL MBRS.	APPOINTED BY: TOTAL	VAC.	PAGE
Committee for Quality Education in MB	16	Commissioner Luis R. Garcia, Jr.	1	Page 6
Committee on the Homeless	9	Mayor David Dermer	2	Page 8
Disability Access Committee	7	Commissioner Richard L. Steinberg	1	Page 15
Health Advisory Committee	11	City Commission	1	Page 18

Agenda Item R9A

Date 9-6-06

#### **VACANCIES**

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Health Facilities Authority Board	6	City Commission	. 1	Page 20
Hispanic Affairs Committee	7	Commissioner Simon Cruz Mayor David Dermer	1	Page 21
Miami Beach Commission on Statu of Women	s 21	Commissioner Simon Cruz Mayor David Dermer	1	Page 26
Miami Beach Sister Cities Program	24	Mayor David Dermer	1	Page 29
Oversight Committee for General Obligation Bond	13	City Commission	2	Page 31
Personnel Board	10	City Commission	4	Page 33
Transportation and Parking Committee	19	Commissioner Simon Cruz	1	Page 41

Attached is breakdown by Commissioner or City Commission:

JMG:REP/lg

# **City Commission Committees**

Committee	Position	First Name	Appointed by	Appointed
Finance & City	wide Projects Cor	mmittee		
	Liaison	Patricia Walker, Chief Financial Offi	Mayor Dermer	12/09/05
	Alternate	Commissioner Simon Cruz	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
Land Use & D	evelopment Comn	nittee		
	Liaison	Jorge Gomez, Planning Director	Mayor Dermer	12/09/05
	Alternate	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Saul Gross	Mayor Dermer	12/09/05
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05
Neighborhoo	d/Community Affai	rs Committee		
	Liaison	Vivian Guzman, Neighborhood Ser	Mayor Dermer	12/09/05
	Alternate	Commissioner Matti Herrera Bower	Mayor Dermer	12/09/05
	Member	Commissioner Jerry Libbin	Mayor Dermer	12/09/05
	Vice-Chair	Commissioner Richard Steinberg	Mayor Dermer	12/09/05
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	12/09/05

#### **NON-CITY COMMISSION COMMITTEES**

#### **Commissioner Matti Herrera Bower**

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

#### Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

#### Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities
- Metropolitan Planning Organization



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: BOARD AND COMMITTEE APPOINTMENTS - CITY COMMISSION

**APPOINTMENTS** 

#### ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

#### **BOARDS AND COMMITTEES**

- 1. Health Advisory Committee
- Health Facilities Authority Board
- Oversight Committee for General Obligation Bond
- Personnel Board

#### JMG/REP

T:\AGENDA\2006\sep0606\Regular\BOARD & COMMITTEES.doc

Agenda Item\_\_

# COMMISSION COMMITTEE APPOINTMENTS

1. Health Advisory Committee

# **Board and Committees Current Members**

#### Health Advisory Committee

Sec. 2-81 2002-

#### Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:

Two (2) members shall be the chief executive officers (CEO's) or their designated administrators from each of the following local hospitals:

- 1) Mount Sinai Medical Center,
- 2) South Shore Hospital,

One (1) member shall be the Chief Executive Officer (CEO) from Stanley C. Myers Community Health Center or his/her designee administrator;

Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). And/or an Assisted Living Facility (ACLF);

One (1) member shall be a representative from the nursing profession;

One (1) member shall be a health benefits provider;

Two (2) members shall be physicians.;

Two (2) members shall be consumers consisting of:

- 1) one (1) individual from the corporate level and;
- 2) one (1) private individual.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.

City Liaison: Cliff Leonard

#### Vacancy:

To replace Heidi Azari

Nursing Profession

12/31/2007 City Commission

#### Members:

Name	Last Name	Position/Title	Term End	s: Appointed by:	Term Limit:
Abraham	Galbut	ACLF	12/31/2006	City Commission	12/31/09
Daniel	Nixon	Private Industry	12/31/2007	City Commission	12/31/07
Dr. Rasciciel	Socarraz	Health Provider	12/31/2007	City Commission	12/31/09
Dr. Ronald	Shane	Private Industry	12/31/2007	City Commission	12/31/09
Jorge	Perez	Physician	12/31/2006	City Commission	12/31/09
Joyce	Galbut	Adm. Adult Cong Livn.	12/31/2006	City Commission	12/31/09
Kathryn	Abbate	CEO, Stanley Myers (NTL)	12/31/2006	City Commission	
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2006	City Commission	
William	Zubkoff	C.E.O So. Shore (NTL)	12/31/2006	City Commission	
Zalman	Bacheikov	Dentist	12/31/2006	City Commission	12/31/06
Maria Ruiz Sonia Albury	•	Director of Children's Affairs he Health Council of South Fla			

Sonia Albury	rep. From the Health Council of South	Fla
Maria Kuiz	ex-officio, Director of Children's Affairs	

Applicants	Position/Title	Applicants	Position/Title
Craig Berko	Chiropractor/Physician	David Fink	
Emilio Suster		Harriet Feuerman	
Katherine Pener	Retired Teacher	Mark Sinnreich	MD
Michael Baum	Nurse	Nancy El-Amir	

Thursday, August 24, 2006

Page 18 of 44 (Continued....

# **Board and Committees Current Members**

Nicole Nedd Rolando Rodriguez Stephen Zaron

Physician/Consumer Private

Richard Silverman Shawn Loftis Suzanne Stonbely

#### **COMMISSION COMMITTEE APPOINTMENTS**

2. Health Facilities Authority Board

# **Board and Committees Current Members**

# Health Facilities Authority Board

Sec. 2-111

#### Composition:

Four (4) year terms.

Five (5) members shall consist of;

two (2) health providers,

one (1) individual in the field of general business who possesses good standing in the community;

one (1) accountant and;

one (1) attorney.

The chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority.

Members shall be residents of the City.

Florida Statute 154.207 No term Limits.

City Liaison: Patricia Walker

Vacancy:

To replace Michael Health Provider

06/07/2010 City Commission

Baum

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Name	Last Name	Position/Title	Term Ends: Appointed by:	Term Limit:
Allison	Stone	Attorney	06/19/2009 City Commission	FS 154-207
Arthur	Unger	Accountant	06/19/2008 City Commission	FS 154-207
Emilio	Suster	General Business	06/19/2007 City Commission	FS 154-207
Mark	Sinnreich	Health Provider	06/19/2007 City Commission	FS 154-207

Kathryn Abbate Ch	irperson, Health	Advisory Board
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Applicants	Position/Title	Applicants	Position/Title
Jorge Perez	,	Luis Salom	
Marc Limias		Suzanne Stonbely	

Zalman Bacheikov

#### **COMMISSION COMMITTEE APPOINTMENTS**

3. Oversight Committee for General Obligation Bond

# **Board and Committees Current Members**

#### Oversight Committee for General Obligation Bond

Sec. 2-190.126

#### Composition:

Thirteen (13) members consisting of two (2) residents from the following areas:

- 1) North Beach;
- 2) Middle Beach;
- 3) South Beach;
- 4) one (1) member from each of the following organizations:

the Budget Advisory Committee,

the Planning Board,

the Chamber of Commerce,

the Transportation and Parking Committee,

the Community Development Advisory Committee (who shall be a voting member),

one from the Historic Preservation Board (who shall be a voting member),

one (1) MEMBER FROM THE CITY COMMISSION.

City Liaison: Jorge Chartrand

#### Vacancy:

To replace Sherri

Middle Beach

12/31/2006 City Commission

Krassner

To replace Judy

North Beach

12/31/2006 City Commission

Gelber ex-officio of the

Transportation and Pkg. Comm.

#### Members:

Name	Last Name	Position/Title	Term Ends: Appointed by:	Term Limit:
Christina	Cuervo	Middle Beach	12/31/2007 City Commission	12/31/10
Donna	Feig	North Beach	12/31/2007 City Commission	12/31/11
Ruth	Remington	South Beach	12/31/2007 City Commission	12/31/11
Scott	Needelman	South Beach	12/31/2006 City Commission	12/31/08

Alexander Annunziato voting member of CDAC Jeryl (Deede) Weithor Budget Advisory Comm.

Mayor David Dermer Mitch Novick

Member from City Commission voting member of the Historic Pres. Bd)

Sara Gutierrez

MBCC Representative

Theodore Berman ex-officio member Planning Board

Applicants	Position/Title	Applicants	Position/Title
Barbara Gelber		Charles Burkett	Middle Beach
ave Patlak		Dwight Kraai	
abrielle Redfern	•	Gary Weiner	
ffrey Rynot		Judy Gelber	North Beach
io Lora		Laura Morilla	
c Gidney		Martin Wasserman	Attorney
elissa Lorber	South Beach	Michael Francis	•
ephen Bernstein il Martinez		Stuart Newman	

Thursday, August 24, 2006

Page 31 of 44

#### **COMMISSION COMMITTEE APPOINTMENTS**

4. Personnel Board

# **Board and Committees Current Members**

# Personnel Board

Sec. 2-190.66

#### Composition:

Ten (10) members appointed by a 5/7 vote.

Six (6) of which shall be citizens of Miami Beach not in the employment of the city, each having a different vocation;

and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department

and Beach Patrol Department,

Group II shall consist of employees who are in clerical and executive positions,

Group III shall consist of all other employees,

The Personnel Director is a non-voting member.

City Liaison: Mayra Buttacavoli

#### Vacancy:

To replace Rosalie Pincus	12/31/2006	City Commission
To replace Marcelo Liorente	12/31/2007	City Commission
To replace Jack Bernstein	12/31/2007	City Commission
To replace Orlando Alvarez, Jr.	12/31/2007	City Commission
To replace Patricia Becerra - Group II	07/31/2007	Group II

#### Members:

Name	Last Name	Position/Title	Term Ends: Appointed by:	Term Limit:
Amy	Perry		12/31/2006 City Commission	12/31/09
Diane	Downs		12/31/2006 City Commission	12/31/09

Jimmy	Newton
Mayra	Buttacavoli

re-elected 7/28/06 - exp. 7/31/09 Group III

Mayra Buttacavoli

**Human Resources Director** 

Renato Sejas

elected 7/11/05 - exp. 7/31/08- Group I

<b>Applicants</b>	Position/Title	Applicants	Position/Title
Alex DeGasperi		Annette Cannon	
Barbara Woolverton	Human Resources Director	Dale Gratz	
David Alschuler	Attorney	Elsa Orlandini	
Jeffrey Rynot	•	Lee Spiegelman	
Stenhen Remstein			

Page 33 of 44

# R9 - New Business and Commission Requests

R9B1 Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

AGENDA ITEM <u>R9B/-2</u> DATE <u>9-6-06</u>

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: A REQUEST BY SOUTHPOINTE HEIGHTS L.L.C TO REVIEW A DESIGN

**REVIEW BOARD DECISION PERTAINING TO DRB FILE NO. 18988.** 

#### ADMINISTRATION RECOMMENDATION

Dismiss the Appeal.

#### **ANALYSIS**

Pursuant to City Code Section 118-262, Southpointe Heights L.L.C. is requesting a review of the Design Review Board decision rendered on April 19, 2006, pertaining to DRB File No. 18988, for approval of condominium-hotel complex at 2-30, 46-64 Ocean Drive and 1-35, 69 Collins Avenue.

The Design Review Section of the Miami Beach Code allows the applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust to seek a review of any Design Review Board Order by the City Commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the Design Review Board (directly or represented by counsel), and whose appearance is confirmed in the record of the Design Review Board's public hearing(s) for such project.

Pursuant to Section 118-262 of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

- 1) provide procedural due process;
- 2) observe essential requirements of law; or
- 3) base its decision upon substantial, competent evidence.

In order to reverse or remand a decision of the DRB, a 5/7<sup>th</sup> vote of the City Commission is required.

> Agenda Item R9C Date 9-6-06

September 6, 2006 Commission Memorandum Appeal of DRB File No. 18988 Page 2 of 2

Section 118-262 of the City Code also states, in part, that "a full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition, along with a written statement identifying those specific portions of the transcript upon which the party filing it will rely for purposes of the appeal. The verbatim transcript and written statement, or if represented by legal counsel, appropriate legal briefs, shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal".

On May 9, 2006, Mr. David Nevel, on behalf of Southpointe Heights L.L.C, filed an appeal of the April 19, 2006 Design Review Board decision, pertaining to a condominium-hotel complex at 2-30, 46-64 Ocean Drive and 1-35, 69 Collins Avenue (DRB File No. 18988). On June 7, 2006, the City Commission set a public hearing date of July 12, 2006, to consider the appeal request.

On July 12, 2006, the City Commission opened and continued the appeal hearing to a date certain of September 6, 2006, in order to allow the appellant additional time to provide the required transcripts and written statement. To date, neither the transcripts, nor the required written statement, have been provided.

#### **CONCLUSION**

In light of the fact that the appellant has again failed to meet their obligation pertaining to the verbatim transcript and the written statement, the City Attorney has opined that the failure to comply with the explicit requirements of Section 118-262 of the City Code, pertaining to the verbatim transcript and written statement, are grounds for the dismissal of the appeal.

Accordingly, the Administration recommends that the appeal filed by Southpointe Heights L.L.C., requesting a review of the Design Review Board decision rendered on April 19, 2006, pertaining to DRB File No. 18988, be DISMISSED.

JMG/TH/JGG/TRM

T:\AGENDA\2006\sep0606\Regular\DRB File No. 18988- MEM sep.doc



c: Bob Cliff

#### OFFICE OF THE MAYOR AND COMMISSION

#### MEMORANDUM

TO:

Jorge M. Gonzalez, City Manager

FROM:

Richard L. Steinberg, Commissioner RLS mt

DATE:

July 31, 2006

SUBJECT: Agenda Item-Resolution Requesting the Florida Legislature to Immediately Convene a Special Session to Address the Crisis in Florida's Windstorm Insurance Market

I would like to place the following resolution on the September 6<sup>th</sup> Commission Agenda for action.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

Attachment: Draft resolution

Cc: Jose Smith, City Attorney

SOOS JUL 31 PN 4: 53

OPAROZU

Agenda Item\_

R9D1

Date 9-6-06

RESOL	UTION	NO.	

# A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, TO THE FLORIDA LEGISLATURE REQUESTING THE LEGISLATURE TO IMMEDIATELY CONVENE A SPECIAL SESSION TO ADDRESS THE CRISIS IN FLORIDA'S WINDSTORM INSURANCE MARKET

WHEREAS, the State of Florida has always confronted the challenges and dangers posed by tropical storms and hurricanes, and

WHEREAS, it is critical that Floridians have both affordable and available insurance for the perils associated with windstorm damage, and

WHEREAS, to this day there are homes in various parts of Florida which still have blue tarps on their roofs from the 2004 or 2005 hurricanes as insurance companies are refusing to settle claims or are too slow in processing them, and

WHEREAS, the state organized Citizens Property Insurance Corporation (Citizens), which was created to be a state "insurer of last resort," is now the largest windstorm insurance provider in the State of Florida, issuing more than 1 million Florida homeowner policies, and

WHEREAS, Citizens has proven to be fundamentally flawed, as it forces the state to subsidize the risk of hurricane damage for Florida's highest-risk properties, while allowing insurance companies to continually reap record profits at the expense of Florida taxpayers, and

WHEREAS, during the 2006 Legislative Session, the Legislature refused to even consider credible alternatives that might have stabilized the state's windstorm insurance market, instead only considering proposals that were approved by the insurance industry itself, and

WHEREAS, the Legislature specifically ignored HB 1209, which called for the state to deliver a more affordable layer of insurance for all Floridians, an approach that independent experts believed would stabilize the insurance market and provide much-needed rate relief, and

**WHEREAS**, the Legislature, with virtually no input or debate, waited until the late evening of the last day of a 60-day session to pass SB 1980 (with a 77-39 vote in the House and 22-16 vote in the Senate), and

WHEREAS, SB 1980 only made it easier for private insurance companies to increase premiums without adequate oversight and removed important consumer protections, and

WHEREAS, since the 2006 Legislative Session, significant numbers of private insurance companies are dropping homeowners' policies, becoming financially insolvent, or are continuing to double and triple premiums in some areas of the state, and

WHEREAS, each day more Floridians, including fixed income senior citizens of our state, are unable to afford theses obscene rate increases that are becoming commonplace and causing some to give up their homes and condominiums, or make choices effecting the very necessities that effect the quality of their lives, and

WHEREAS, Miami Beach has a high concentration of condominiums that are experiencing exponential increases in insurance rates requiring the associations to pass special assessments or increase the periodic maintenance charges to cover these increases resulting in many Miami Beach residents alarmingly facing with two obscene increases, and

WHEREAS, commercial properties including small businesses, and critical elements of our state's and city's economic infrastructure are likewise feeling the devastating impact of unavailable or unaffordable windstorm insurance, and

WHEREAS, since May 2006 political leaders have been calling upon the Governor and the presiding officers of the Legislature to convene a special session to address this hurricane insurance crisis in a meaningful way, and

**WHEREAS**, the solution to the hurricane insurance crisis will require legislative changes to Florida Statutes, and

WHEREAS, the Governor of the State of Florida has the authority to call a special session of the Legislature under Article III, Section 3(c)(1) of the Florida Constitution, and has used this authority to convene special sessions during his administration for the purposes of amending Florida laws on tort reform and to intervene with the end of life decisions of Terry Schiavo, and

WHEREAS, the Speaker of the Florida House of Representatives and the President of the Florida Senate have the authority to convene a special session of the Legislature under Chapter 11.011(1), Florida Statutes, pursuant to Article III, Section 3(c)(2) of the Florida Constitution,

# NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

That the Governor of the State of Florida and the leadership of the Florida Legislature are urged to immediately convene a special session to address the crisis in Florida's hurricane insurance market. The Legislature's solution should incorporate the following guidelines:

- (1) Consideration should be given to proposals that will lead to the depopulation of Citizens.
- (2) Allowing private insurance companies more freedom to raise rates is not a suitable solution for Florida's homeowners.
- (3) As a substantive reform of the insurance market is needed, waiting on the federal government to create a national catastrophe fund or creating hurricane-related tax-

- free savings accounts is insufficient to solve the current crisis in the hurricane insurance market.
- (4) The Florida Legislature should not be limited to only private market solutions which will continue the current status-quo of runaway premium hikes and tax assessments on Floridians.
- (5) Due consideration should be given to proposals which restructure or expand the Florida CAT fund, or create a larger reinsurance pool for insurance companies or a more affordable layer of statewide windstorm insurance.

BE IT FURTHER RESOLVED the City Clerk shall cause copies of this resolution be dispatched to the Governor of the State of Florida, to the President of the Florida Senate, to the Speaker of the Florida House, and to each member of the Miami-Dade County delegation in the Florida Legislature.

PASSED AND ADOPTED this	, 2006.	
ATTEST:	APPROVED:	
CITY CLERK Robert Parcher	MAYOR David Dermer	



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

MAYOR DAVID DERMER,

MEMBERS OF THE CITY COMMISSION CITY MANAGER JORGE M. GONZALEZ

FROM:

CITY ATTORNEY JOSE SMITH ()Pfor

DATE:

**SEPTEMBER 6, 2006** 

SUBJECT:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, URGING THE FLORIDA LEGISLATURE TO IMMEDIATELY CONVENE A SPECIAL SESSION TO ADDRESS THE

CRISIS IN FLORIDA'S WINDSTORM INSURANCE MARKET.

Pursuant to the request of Commissioner Richard L. Steinberg, the above-referenced Resolution is submitted for consideration by the Mayor and City Commission.

The attached Resolution is in proper form and is thus ready for the City Commission's review.

RESOL	LUTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING THE FLORIDA LEGISLATURE TO IMMEDIATELY CONVENE A SPECIAL SESSION TO ADDRESS THE CRISIS IN FLORIDA'S WINDSTORM INSURANCE MARKET AND DIRECTING THE CITY MANAGER TO INCLUDE WINDSTORM INSURANCE REFORM IN THE CITY'S LEGISLATIVE AGENDA.

WHEREAS, the State of Florida has always confronted the challenges and dangers posed by tropical storms and hurricanes, and

WHEREAS, it is critical that Floridians have both affordable and available insurance for the perils associated with windstorm damage, and

WHEREAS, to this day, there are homes in various parts of Florida which still have blue tarps on their roofs from the 2004 or 2005 hurricanes because insurance companies are refusing to settle claims or are too slow in processing them, and

WHEREAS, the state-organized Citizens Property Insurance Corporation (Citizens), which was created to be a state "insurer of last resort," is now the largest windstorm insurance provider in the State of Florida, issuing more than 1 million Florida homeowner policies, and

WHEREAS, Citizens has proven to be fundamentally flawed, as it forces the State to subsidize the risk of hurricane damage for Florida's highest risk properties, while allowing insurance companies to continually reap record profits at the expense of Florida taxpayers, and

WHEREAS, during the 2006 Legislative Session, the Legislature refused to even consider credible alternatives that might have stabilized the State's windstorm insurance market and, instead, only considered proposals that were approved by the insurance industry itself, and

WHEREAS, the Legislature specifically ignored HB 1209, which called for the State to deliver a more affordable layer of insurance for all Floridians, an approach that independent experts believed would stabilize the insurance market and provide much needed rate relief, and

**WHEREAS**, the Legislature, with virtually no input or debate, waited until the late evening of the last day of a 60-day session to pass SB 1980 (with a 77-39 vote in the House and a 22-16 vote in the Senate), and

WHEREAS, SB 1980 only made it easier for private insurance companies to increase premiums without adequate oversight and removed important consumer protections, and

WHEREAS, since the 2006 Legislative Session, significant numbers of private insurance companies have dropped homeowners' policies, become financially insolvent, or are continuing to double and triple premiums in some areas of the State, and

WHEREAS, each day, more Floridians, including fixed income senior citizens of our State, are unable to afford these outrageous and oppressive rate increases that are becoming commonplace and causing some to give up their homes and condominiums, or to make choices affecting the necessities and the quality of their lives, and

WHEREAS, the City of Miami Beach ("City") has a high concentration of condominiums that are experiencing exponential increases in insurance rates requiring the associations to pass special assessments or increase the periodic maintenance charges to cover these increases, thereby resulting in many Miami Beach residents being faced with two alarming and outrageous increases, and

WHEREAS, commercial properties, including small businesses, and critical elements of our State's and City's economic infrastructure are likewise feeling the devastating impact of unavailable or unaffordable windstorm insurance, and

WHEREAS, since May 2006, political leaders have been calling upon the Governor and the presiding officers of the Legislature to convene a special session to address this hurricane insurance crisis in a meaningful way, and

WHEREAS, the solution to the hurricane insurance crisis will require legislative changes to the Florida Statutes, and

WHEREAS, the Governor of the State of Florida has the authority to call a special session of the Legislature under Article III, Section 3(c)(1) of the Florida Constitution, and has used this authority to convene special sessions during his administration for the purposes of amending Florida laws on tort reform and to intervene with the end of life decisions of Terry Schiavo, and

WHEREAS, the Speaker of the Florida House of Representatives and the President of the Florida Senate have the authority to convene a special session of the Legislature under Chapter 11.011(1), Florida Statutes, pursuant to Article III, Section 3(c)(2) of the Florida Constitution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Governor of the State of Florida and the leadership of the Florida Legislature are hereby urged to immediately convene a special session to address the crisis in Florida's hurricane insurance market. The Legislature's solution should incorporate the following guidelines:

1. Consideration should be given to proposals that will lead to the depopulation of Citizens.

- 2. Allowing private insurance companies more freedom to raise rates is not a suitable solution for Florida's homeowners.
- 3. As a substantive reform of the insurance market is needed, waiting on the federal government to create a national catastrophe fund or creating hurricane-related tax-free savings accounts is insufficient to solve the current crisis in the hurricane insurance market.
- 4. The Florida Legislature should not be limited to only private market solutions which will continue the current status-quo of runaway premium hikes and tax assessments on Floridians.
- 5. Due consideration should be given to proposals which restructure or expand the Florida Hurricane Catastrophe Fund, or create a larger reinsurance pool for insurance companies or a more affordable layer of statewide windstorm insurance.

**BE IT FURTHER RESOLVED** that the City Manager is hereby directed to include windstorm insurance reform in the City's legislative agenda and the City Clerk shall cause copies of this Resolution to be dispatched to the Governor of the State of Florida, to the President of the Florida Senate, to the Speaker of the Florida House, and to each member of the Miami-Dade County delegation in the Florida Legislature.

PASSED AND ADOPTED this	day of, 2006.	
ATTEST:	APPROVED:	
CITY CLERK Robert Parcher	MAYOR David Dermer	<del></del>
	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	

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**MEMORANDUM** 





TO:

JORGE M. GONZALEZ

**CITY MANAGER** 

FROM:

LUIS R. GARCIA JR.

**COMMISSIONER** 

DATE:

**AUGUST 4, 2006** 

RE:

AGENDA ITEM- RESOLUTION REQUESTING THE FLORIDA LEGISLATURE TO IMMEDIATELY CONVENE A SPECIAL SESSION TO ADDRESS THE CRISIS IN THE FLORIDA'S WINDSTORM INSURANCE

**MARKET** 

Please place the attached resolution on the September 6<sup>th</sup>, Commission agenda for approval.

Thank you.

Attachments

Agenda Item <u>R902</u>
Date <u>9-6-06</u>

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO:

Jorge M. Gonzalez, City Manager

FROM:

Richard L. Steinberg, Commissioner RLS mt

DATE:

August 8, 2006

SUBJECT: Agenda Item- Ad Hoc Hurricane Taskforce Committee's Recommendations to the Mayor and Commission

Please place an item for discussion on the September 6<sup>th</sup> Commission Agenda regarding the Ad Hoc Hurricane Taskforce Committee's recommendations to the Mayor and Commission. I would like the Administration to provide comments on any of the Committee's recommendations that they have taken action on prior to the September 6th Commission meeting.

I would also like you to invite the members of the Ad Hoc Committee to attend so that we may hear from them and thank them for their efforts to make our great City safer.

If you have any questions, please feel free to contact my Aide, Ms. Marlene Taylor, at extension 6087.

RLS/mt

CILA HYMYCEKS OFFICE 2006 AUG 11 2006 5: 4.2

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Agenda Item\_*R9E*Date\_*9-6-06* 

We are committed to providing excellent public service and safety to all who live, work, and play-in our vil



City Manager's Office

#### MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Ad Hoc Hurricane Taskforce Committee

Joe Fontana, Chairman Linda Grosz, Vice Chairman

DATE:

September 6, 2006

SUBJECT: AD HOC HURRICANE TASKFORCE RECOMMENDATIONS

Per the direction of the members of the City Commission, the Ad Hoc Hurricane Taskforce Committee was convened to review the City's hurricane preparedness planning and response in an effort to enhance an already successful City activity. Particular emphasis was placed on the community perspective and how the City's hurricane planning and response could better meet citizen needs.

The Ad Hoc Hurricane Taskforce Committee met seven times to review and discuss the different components of the City's hurricane preparedness planning and response activities. The following recommendations have been suggested for the City Commission consideration and possible implementation:

#### 1. Community Preparedness

The Committee recognizes that in times of emergency limited resources will be available to the City and others that might be impacted within the region. The Committee strongly recommends that each member of the community assists the City's emergency response through emergency self preparedness. Each resident and business in the community should have a personal plan for emergency conditions and an adequate stock of basic necessities in order not to impose on resources for a period of approximately three (3) days after an emergency event.

#### 2. Insurance Reform

The Committee recommends that the Mayor and City Commission include as a priority item in the City's State and Federal legislative agenda, insurance reform as it relates to hurricane related insurance coverage.

With the history in the State of Florida over the past two hurricane seasons, it has become very clear that there is no clarity or consistency in how the insurance industry deals with policies and coverage associated with claims from a hurricane event. Beyond inconsistent industry response to claims, premiums have skyrocketed to unsustainable amounts.

#### 3. Florida Power & Light

#### a. Conversion to Underground Electric Facilities

The Committee recommends that the City continue to pursue the conversion of electric distribution facilities to underground facilities.

#### b. Abandoned Utility Pole Removal

The Committee recommends that the City actively advocate that FP&L promptly remove any abandoned wood utility poles as a result of the infrastructure hardening project currently being undertaken by FP&L, or other FP&L projects.

#### c. Vegetation Maintenance

The Committee recommends that FP&L be supported in their efforts to keep utility lines clear of vegetation and that the City implement a review and coordination process with FP&L to insure that vegetation maintenance is properly undertaken. The Committee supports vegetation maintenance that is both aesthetically sensitive and consistent with standard arboricultural practices.

#### 4. Provision of Information to the Community

#### a. Webpage Enhancement

The Committee recommends that the City expand and enhance the City webpage with a dedicated site for hurricane related issues. Such enhancements to include a dynamic link to a current weather data provider, information on food and water points of distribution, evacuation route information, special needs information and registration information, information on return to the City instructions in the event of an evacuation and situation reports and updates post event.

#### b. Point of Distribution for Water and Food (POD)

The Committee recommends that the City clearly identify the locations of PODS in the City, from which residents can obtain food, water, ice and tarps after a hurricane. The City should also have a contingency to supply the PODS in the event of the County's inability to supply or timely supply necessary items.

#### c. Automated Telephone System Use

The Committee recommends that the City continue to use its automated telephone capability to advise residents of key information in the event of an evacuation or after an event for response instructions.

#### d. Information Distribution Points

The Committee recommends that the City develop a series of sites within the community that are identified as points of distribution for information both prior to and after a hurricane event.

#### e. Radio Communications

The Committee recommends that the City develop the capacity and preferably operate an AM radio station to disseminate information before and after a hurricane event within the community. Non-emergency programming is also recommended.

#### f. General Use of Media

The Committee recommends that the City broaden its use of the Government Channel 77 to communicate information relative to hurricanes both before and after an event if possible. The Committee supports the continued and extensive use of newspaper print media, as well as, radio broadcasts for the dissemination of information. Information on points of distribution for food and water, evacuation and re-entry and debris management is of importance.

#### g. Media Partnership

The Committee recommends that the City explore development of a partnership with a major media source that is inclusive of television and radio simulcast capabilities in order to assist the City with specific information for the community relative to any emergency condition.

#### 5. Construction Site Debris Management

The Committee recommends that legislation be enacted by the Mayor and City Commission that would require the timely emptying of construction site dumpsters or roll-off containers in advance of a hurricane event and that Code Compliance Officers be added to those City Officials that can enforce this legislation.

#### 6. Community Emergency Response Team (CERT) Enhancement

The Committee supports and endorses the efforts being undertaken to expand both the number of CERT trained citizens within the community and their utilization before and after a hurricane event within the community. The system being developed by Administrative staff to coordinate CERT responses and activities around each of the Fire Stations is supported.

#### 7. Community Re-entry Program Post Evacuation

The Committee endorses the City Administration efforts to expand the list of credentialed individuals that would be allowed to enter the City to lend assistance to properties and property owners before a general re-entry is allowed for the City. Immediate expansion of credentialed individuals specifically for condominiums, hotels and businesses is supported.

#### 8. Condominium Hurricane Assistance

#### a. Electrical Engineering RFP Assistance

The Committee recommends that the City assist condominium buildings or groups of buildings by providing technical procurement assistance to solicit electrical engineering assistance necessary to comply with a recently enacted State requirement for back-up emergency power generation capacity. The City assistance would be to provide front end technical advice to make a professional solicitation for assistance easier for condominium buildings or groups of buildings.

#### b. Information Dissemination

The Committee recommends that the City develop a specialized package of information on hurricane preparation planning and response to be delivered to condominium buildings. This information should include a simple checklist that Boards of Directors and individual unit owners may use to assess their preparation and planning efforts. Also included should

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community,

be information on the Special Needs Program and how to register individuals for assistance through Miami-Dade County.

It has been our honor to serve the Mayor and members of the City Commission as representatives on the Ad Hoc Hurricane Taskforce Committee. The City's programs and activities undertaken in the planning, preparation and response to hurricanes is of significant interest and concern to each resident within this community. It is our desire that these recommendations serve to enhance the City's disaster plan.

lóe Fontana, Chairman

Ad Hoc Hurricane Taskforce Committee

Linda Grosz, Vice Chairman Ad Hoc Hurricane Taskforce Committee

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OFFICE OF THE MAYOR AND COMMISSION

#### MEMORANDUM

TO:

Jorge M. Gonzalez, City Manager

CC.

Jose Smith, City Attorney

FROM:

Commissioner Matti H. Bower

DATE:

August 25, 2006

SUBJECT:

Agenda Item – Island Garden/Mega Yacht Marina project for Watson

Island.

Please place on the September 6,2006 Commission agenda a Resolution urging the Miami-Dade County Commission to oppose substantial increases to development for the Island Garden/Mega Yacht Marina project located on Watson Island's waterfront property owned by the City of Miami.

I thank you in advance for your cooperation. If you have any questions please do not hesitate to contact me or my Aide, Yvonne at extension 6091.

2006 AUG 25 AM 11:57
CITY HAMACCES OFFICE

MHB/yws

Agenda Item

K9F

Date 9-6-00

RESOL	UTION NO.	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING THE MIAMI-DADE COUNTY COMMISSION TO REJECT THE REQUEST FOR A D.E.R.M. PERMIT FOR THE ISLAND GARDENS/ MEGA YACHT MARINA PROJECT PROPOSED FOR WATSON ISLAND; AND URGING THAT A SECOND PUBLIC REFERENDUM ON THE CURRENT PROJECT BE HELD DUE TO THE SUBSTANTIAL CHANGE IN THE PROJECT SINCE THE 2001 REFERENDUM.

WHEREAS, in 2001, City of Miami voters approved a plan for the Island Gardens/Mega Yacht Marina Project ("Project") proposed for Watson Island which originally consisted of two towers to be sixteen (16) and twenty (20) stories in height on five acres; and

WHEREAS, during the last five years, the Project has substantially changed to include two towers, twenty-six (26) and forty-two (42) stories, which are nearly double their original height, on more than twenty (20) acres; and a new configuration for the marina which will create a significant impact upon the natural resources of Biscayne Bay, including excessive dredging in the Biscayne Bay Aquatic Preserve, a legislatively designated Outstanding Florida Water; and

WHEREAS, currently the developer of the Project is seeking a D.E.R.M. permit for the Mega Yacht Marina; and

WHEREAS, the Urban Environment League of Greater Miami ("UEL") has studied the Project and has urged the Miami-Dade County Commission to reject the Project's request for a D.E.R.M. permit and to hold a second public referendum on the current Project which has substantially changed since 2001; and

WHEREAS, the UEL opposes the commencement of construction on Watson Island based upon a variety of reasons including that the bidding of the public land was an invalid act based upon the language of restrictive deed No. 19447 filed by the State in 1949 that states that Watson Island was deeded to the City of Miami provided that the City "not give or grant any license or permit to any private person, farm or corporation to construct... structures, buildings or other things on the...lands or any part thereof for any private use or purpose;" and

WHEREAS, the UEL also maintains that, due to the significant changes in the Project over the past five years, a public process is necessary in order to update the City's Master Plan for Watson Island because said plan, which was created in 1989, was prior to such events as the opening of Parrot Jungle, the Children's Museum, the rebirth of South Beach, the construction of the Performing Arts Center in downtown Miami, and the construction of a multitude of new residential structures in the downtown area; and

WHEREAS, due to the significant changes in the areas surrounding Watson Island and the changes which have occurred on the Island, it is urged that there be no further diminishment of public land until the Watson Island Master Plan is updated to address issues such as infrastructure capacity, impact on municipal services, impacts on McArthur Causeway traffic related to the existing and proposed Project and of the surrounding environs of Miami Beach and downtown Miami, the public need for more open space, public access to the bay and baywalk access for the entire Island, pedestrian amenities and enhancements, and the environmental impact of the existing and planned construction on the Island; and

WHEREAS, the Project, as currently planned, contains sparse public amenities and is contrary to the stated purpose for the Project which was to be "open to the public" as much as practical and the location of the main public amenities for the Project on a third level roof of the parking garage does not meet this criteria; and

WHEREAS, further approvals and development of the Project should not occur until the City of Miami has confirmed that the public amenities, which were a justification for the State to provide a waiver of the restricted deed requirements, have been confirmed including guarantees with regard to the development of a series of unique gardens, a children's playground, Festival Terraces, public recreation spaces, a Promenade of Palms, and a learning center; and

WHEREAS, the City of Miami has no plans to open additional green space and park land as approved by City of Miami Ordinance No. 12131 dated October 11, 2001 that requires "all land not subject to a lease or authorized development shall remain as open green space and park use;" and

WHEREAS, the lease for the Project further allows for gambling boats, possible gambling casinos, if legalized, and potential private clubs which were strictly prohibited in the RFP; and

WHEREAS, the City of Miami Beach wishes to join the Urban Environment League of Greater Miami as well as all other concerned citizen and environmental groups that oppose the issuance of a D.E.R.M. permit for the Project and further requests that the Miami-Dade County Commission require the City of Miami to hold a second referendum for the Project due to the drastic alteration in the Project's plan over the past five years.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Miami-Dade County Commission is hereby urged to reject the Project's request for authorization to secure a D.E.R.M. permit and further the Miami-Dade County Commission is urged to require the City of Miami to hold a second public referendum with regard to the Project so that significant changes to the Project in the surrounding community may be adequately and appropriately analyzed and taken into consideration prior to any further development on Watson Island.

PASSED AND ADOPTED this	day of, 2006.
ATTEST:	APPROVED:
CITY CLERK Robert Parcher	MAYOR David Dermer

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

F:\atto\TURN\RESOS\Watson Island - Island Gardens Mega Yacht Marina.doc





OFFICE OF THE MAYOR AND COMMISSION

**MEMORANDUM** 

TO:

Jorge M. Gonzalez, City Manager

Members of the City Commission

FROM:

Jerry Libbin, Commissioner G/Sm

DATE:

August 31, 2006

SUBJECT:

Flamingo Park Historic District Agenda Item for September 6, 2006

In accordance with the attached request, please place for discussion on the September 6, 2006 City Commission agenda an item for the City Commission to provide opportunity for property owners who may object to the action of the Historic Preservation Board on July 27, 2006 directing the Planning Department to prepare a report for designation of properties as part of the possible westward expansion of the Flamingo Park Historic District, HPB File No. 3861.

Section 118-591(b) provides: "Within 60 days of the vote of the historic preservation board to direct the planning department to prepare a designation report, the city commission may, by a five-sevenths vote, deny or modify the proposed request for designation." Attached also are the Planning Department's Preliminary Evaluation and Recommendation Report and the After Action from the July 27, 2006 Historic Preservation Board meeting.



Agenda Item

R9G

Date

4-6-06

# BECKER & POLIAKOFF

121 Alhambra Plaza, 10th Floor Coral Gables, Florida 33134 Phone: (305) 262-4433 Fax: (305) 442-2232 US Toll Free: (800) 533-4874

ADMINISTRATIVE OFFICE 3111 STIRLING ROAD FORT LAUDERDALE, FL 33312 800.432.7712 U.S. TOLL FREE

August 30, 2006

Reply To: Coral Gables Perry M. Adair, Esq. Direct dial: (305) 260-1016 padair@becker-poliakoff.com

WWW.BECKER-POLIAKOFF.COM BP@BECKER-POLIAKOFF.COM

#### VIA HAND DELIVERY

Commissioner Jerry Libbin City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139

Re: Potential Expansion of Flamingo Park Historic District.

Dear Commissioner Libbin:

BOCA RATON
FORT MYERS

FLORIDA OFFICES

FORT WALTON BEACH

HOLLYWOOD

HOMESTEAD

LARGO

MELBOURNE \*

MAIM

NAPLES ORLANDO

SARASOTA

TALLAHASSEE

WEST PALM BEACH

AFFILIATED OFFICES

BEIJING

FRANKFURT

NEW YORK

PRAGUE

TEL AVIV

\* by appointment only

Thank you for meeting with me on August 25th concerning the proposed expansion of the Flamingo Historic District. My client, Commerce Bank, N.A., plans to construct and operate a one-story bank branch at 835 Alton Road. As such, my client is impacted by the proposed expansion.

Commerce Bank filed an Application for Design Review Board approval (and a related Application for Demolition Permit) of its branch design prior to the HPB taking its action on July 27, 2006. The bank is anxious to proceed with that Application and open the branch as soon as possible. Unfortunately, the Bank's Application is not being allowed to proceed due to the proposed expansion. It is for that reason that Commerce Bank requests that the matter be considered by the Commission at its September 6, 2006 meeting.

I enclose for your review the following:

- 1. An elevation of the proposed branch.
- 2. A site plan of the proposed branch.
- 3. A memorandum from Jorge Gomez to the Commission discussing the proposed expansion of the District.
- 4. A copy of Miami Beach City Code §118-591. The highlighted portions speaks to the City Commission's initial consideration of the proposed expansion.

Commissioner Jerry Libbin August 30, 2006 Page 2

Also, I had expressed to you my opinion that the Ordinance <u>required</u> the matter to be brought before the City Commission within 60 days of the action taken by the Historic Preservation Board ("HPB"). Mr. Gomez's memo indicates the matter will only come before the Commission for discussion if requested by a member of the Commission. Without conceding that interpretation of the Code is correct, Commerce Bank respectfully requests that the matter be heard on the Commission's September 6, 2006 agenda.

Thank you again for your time and consideration of this matter. I look forward to appearing before you on September 6, 2006 to discuss this issue.

Best regards,

Very truly yours,

Perry M. Adair For the Firm

Enclosures

MIA\_DB: C08879/106220:973212\_1\_PADAIR

CORNER PERSPECTIVE

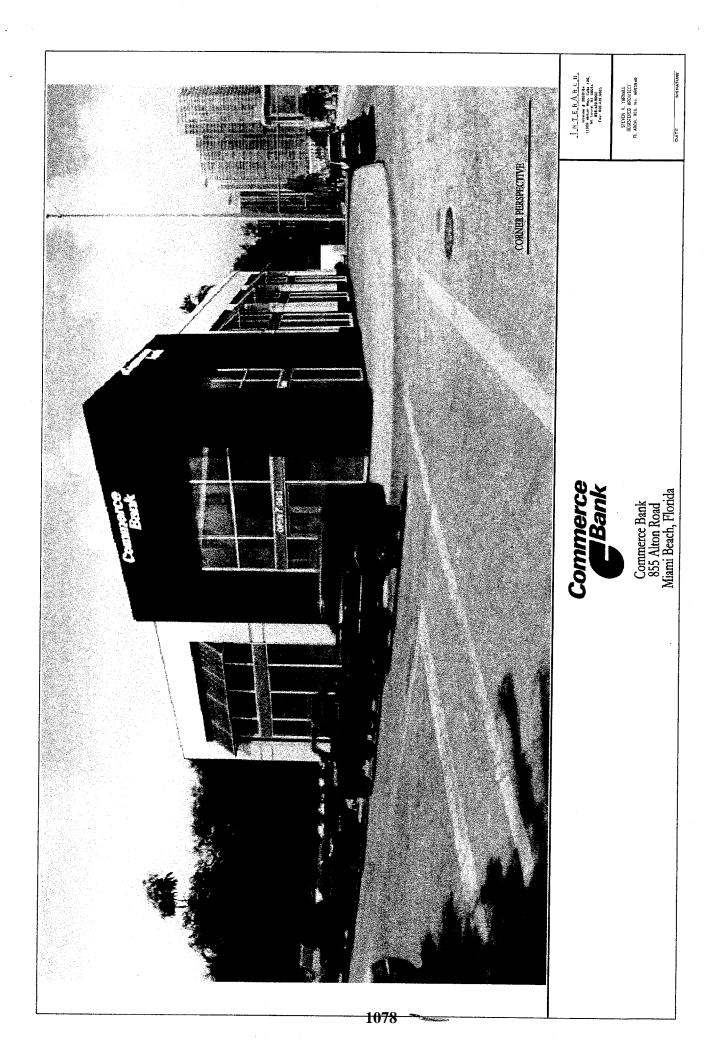
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Commerce Bank

Commerce Bank 855 Alton Road Miami Beach, Florida

1076

LAND A SOUND TO THE STATE OF THE SOUND AND T STEVEN V. YARNALL REGISTERED ARCHITECT FL. ARCH. REG. No. AR92940 PERSPECTIVE FROM ALTON RD. Commerce FBank Commerce Bank 855 Alton Road Miami Beach, Florida 1077



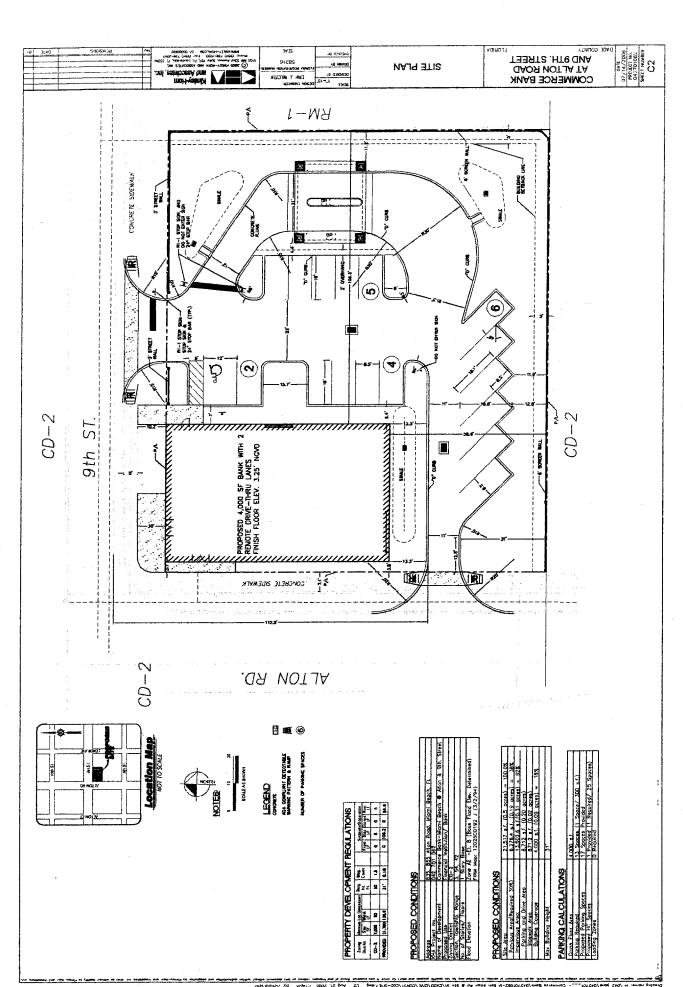
EXTERIOR RENDERING NOT TO SCALE

08.21.06

Commerce Bank

South Beach, Florida

ALTON ROAD





#### PLANNING DEPARTMENT

# HISTORIC PRESERVATION BOARD AFTER ACTION REPORT

FOR MEETING HELD Thursday, July 27, 2006 11:00 A.M.

### CITY MANAGER'S LARGE CONFERNCE ROOM FOURTH FLOOR – CITY HALL

- I. ATTENDANCE
- II. NEW BUSINESS

**HPB File No. 3861.** A presentation by the City of Miami Beach Planning Department to the Historic Preservation Board of a Preliminary Evaluation and Recommendation Report relative to the possible westward expansion of the boundaries of the local Flamingo Park Historic District to include all properties on the east side of Alton Road between 7<sup>th</sup> Street and 14<sup>th</sup> Street.\

APPROVED: Staff directed to prepare preliminary evaluation and recommendation report.

- III. NEXT MEETING DATE REMINDER: Tuesday, August 8, 2006 @ 9:00 am
- IV. ADJOURNMENT

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## HISTORIC PRESERVATION BOARD PRELIMINARY EVALUATION AND RECOMMENDATION REPORT

TO:

HISTORIC PRESERVATION BOARD

FROM:

Jorge G. Gomez, Director

Planning Department

DATE:

July 27, 2006 Meeting

RE:

HPB File No. 3861. Possible Westward Expansion of the Flamingo Park Historic

District

#### PRESENTATION OF PRELIMINARY FINDINGS

A presentation by the City of Miami Beach Planning Department to the Historic Preservation Board of a Preliminary Evaluation and Recommendation Report relative to the possible westward expansion of the boundaries of the local Flamingo Park Historic District to include all properties on the east side of Alton Road between 7<sup>th</sup> Street and 14<sup>th</sup> Street.

#### **BACKGROUND**

At its July 13, 2006 meeting, the City of Miami Beach Historic Preservation Board discussed the possible westward expansion of the boundaries of the local Flamingo Park Historic District to include all properties on the east side of Alton Road between 7<sup>th</sup> Street and 14<sup>th</sup> Street. At this meeting, the Board directed staff to prepare a preliminary evaluation and recommendation relative to this possible expansion area, and further directed staff to schedule a special meeting of the Board on July 27, 2006, to review and consider the evaluation and recommendation.

The Flamingo Park Historic District was originally designated by the City of Miami Beach in April 1990 to extend local protection to part of the City that had been placed on the National Register of Historic Places in 1979. The District's original boundaries extended roughly from Sixth Street to South Lincoln Lane, from Washington Court to Lenox Court. In May 1992, the City approved the expansion of the northern boundary of the District to North Lincoln Lane, in order to include the properties on both sides of Lincoln Road.

The western boundary of the Flamingo Park Historic District runs along Lenox Court from 6th to 16th Streets, except for the 1100 block (Flamingo Park), where the boundary juts out to Alton Road. The presently proposed expansion of the District affects the four blocks to the south of the Park and the two blocks to its north, and would bring the western boundary of the District out to the eastern right-of-way line of Alton Road continuously from 7th to 14th Streets. At present, there are thirty one (31) properties in the subject expansion area, of which all but four (4) are considered "Contributing" structures.

#### **EVALUATION**

#### I. Historic Significance

As described in the Flamingo Park Historic District designation report, this land was first platted in 1914 by J.E. and J.N. Lummus as the Third Addition to their Ocean Beach Subdivision, before Miami Beach had yet been incorporated. Much of the actual landmass was created by dredging bay bottom onto the native mangrove swamp. In 1916 the Lummus brothers, in financial straits, sold their property west of Washington Avenue to the Miami Ocean View Company, which included Carl G. Fisher, James Allison, James Snowden, and others. The Lummus brothers were also partners in the company until Newton B.T. Roney bought out their interests in 1921. Also in 1921, the Miami Ocean View Company platted the Lenox Manor Subdivision, which comprised six square blocks, from Alton Road to Michigan Avenue between 8th and 11th Streets. Three blocks of the proposed Alton Road Expansion lie in the Lenox Manor subdivision; all the rest is in Ocean Beach Addition 3.

The southern end of the Miami Beach peninsula was the first area to be settled, and the completion of the County (now MacArthur) Causeway in 1920 made 5th Street a major thoroughfare. Alton Road, said to have been named by Carl Fisher after Alton, Illinois, was a major north-south artery on the west side of the island by the 1920s. The heyday of the Florida Boom came to an end in 1926, when the September hurricane was followed by several years of stagnation. By the 1930s, as the Great Depression began, Miami Beach enjoyed a resurgence of resort development, with the construction of hundreds of modest hotels, apartments, and residences that now comprise the world-famous "Art Deco" District (officially known as the Miami Beach Architectural District on the National Register of Historic Places).

The twenty seven (27) preliminarily determined Contributing structures in the proposed Flamingo Park Historic District westward expansion area were all constructed between 1933 and 1961, representing the Depression and early post-World War II eras. Fully half of these -- fourteen small houses between 12th and 14th Streets -- are the remains of a bungalow colony that originally extended almost to 15th Street. (One other remnant of this colony still stands at 1439 Alton Road, outside the area of the proposed expansion.) All these bungalows were built by the Lester F. Preu Realty Company between 1933 and 1936, and were all designed by architect Robert M. Little early in his career. A fifteenth bungalow in the proposed historic district expansion area, the house at 1355 Alton Road, was not part of the Lester Preu colony but was designed by Joseph J. DeBrita in 1940.

Originally constructed as single family homes, these fifteen bungalows, zoned RO (Residential Office), now are nearly all occupied by small businesses such as medical and dental offices, realty and insurance concerns, a daycare center, and a plant nursery. A prime example of adaptive re-use, this row of bungalows serves as a buffer between busy Alton Road and the historic residential neighborhood to the east. Historic designation of these structures would afford a rare opportunity to preserve a unique collection of 1930s single-family-homes. Designed predominantly by one architect, Robert Little, this diverse but cohesive group of houses has successfully evolved to other uses while remaining largely intact.

In addition to these bungalows, the other Pre-war buildings in the proposed westward expansion area are a 1933 residence at 745 Alton Road, designed by A. J. Blackstone; a one-story garden-court apartment complex at 725-735 Alton Road, designed by V. H. Nellenbogen in 1936; architect Anton Skislewicz's expansive Phyllis (now Phillip) Gardens courtyard apartments at 835-855 Alton Road, designed in 1940; and the two-story Paul-Hebert apartment house at 825 Alton Road, designed in 1941 by George Pfeiffer and Gerard Pitt. These prewar buildings are generally consistent with variations of the Mediterranean Revival-Art Deco Transitional style of architecture.

Meeting Date: July 27, 2006

The eight (8) other Contributing structures in the proposed westward expansion area are from the early Post-war years, and all but one are apartment buildings. Three (3) are by architect A. Herbert Mathes: the "Lois Ann" (1945) at 815 Alton Road, the "Mark Leo" and the "Kimberley" (both 1947) at 801 and 807 Alton Road, respectively. Gerard Pitt designed 755 Alton Road in 1947, and Henry Hohauser designed 759 Alton Road the following year. Gilbert Fein designed the one-story gardencourt Dorick Apartments in 1949, at 1011-1015 Alton Road. The two-story Postwar Modern-style Miami Ad School building at 955 Alton Road was originally a Masonic Temple, the Hibiscus Lodge. designed by Norman M. Giller in 1950. Gerard Pitt designed the apartment house at 1135 8th Street in 1961, also in the Post-war Modern style.

The Non-Contributing structures within the proposed westward expansion area are:

901 Alton Road 1025 Alton Road shopping complex (2 structures) c. 1992

Alton Palms apts.

J. Renner, 1969

1130 11th Street

Apollo House apts.

R.S. Schneider, 1967

#### II. Architect Biographies:

Several of Miami Beach's distinguished local architects are represented in the potential district expansion area, including the following:

Joseph J. DeBrita practiced in Miami Beach from the 1930s to the 1950s. He designed dozens of residential, hotel and apartment buildings, mostly in ArtDeco style. These include the Villa Louisa and Ocean Blue hotels on Ocean Drive, the Dorset and Coral Reef hotels on Collins Avenue, and the Eastview Apartments (Marriott) on Washington Avenue. Together with A. Kononoff he designed the Mount Vernon and Monticello (Harding) hotels at 63rd Street in 1946.

Gilbert M. Fein (1920-2003) was from New York City and studied architecture at New York University. He served in the Army Corps of Engineers during World War II and settled in Miami Beach after the war. He designed hundreds of residential and commercial buildings in South Florida in the new Postwar style, becoming "one of the masters of Modernism." Most of Fein's comfortably livable buildings are unassuming and not prominent landmarks, but some of the better-known are:

Starlite Hotel News Cafe Helen Mar Annex Lake View Apartments Park Isle Club

750 Ocean Drive 800 Ocean Drive 2445 Lake Pancoast Drive

4780 Pinetree Drive 780 73rd Street

((( The Gilbert Fein Neighborhood Conservation District was recently designated by the City of Miami Beach on 16th Terrace west of West Avenue, commemorating several of Fein's apartment buildings there. )))

Norman Giller is still an active architect on the Beach together with his son Ira. Norman Giller is well known as one of Florida's most prolific and influential architects of the Postwar Modern style. Born in Jacksonville in 1918, he graduated from the University of Florida in 1945 and worked with Henry Hohauser and Albert Anis in his early career. He pioneered the use of air conditioning, flat-slab construction techniques, and early motel design. His buildings include the Diplomat Hotel in Hollywood (demolished), the Ocean Palm and Thunderbird Motels in Sunny Isles, and in Miami

<sup>1</sup> Obituary, Miami Herald: March 11, 2003, p.4-B.

<sup>2</sup> E.P. Nash & R. Robinson, Mimo: Miami Modern Revealed; Chronicle Books, 2004; pp. 90-94.

Meeting Date: July 27, 2006

Beach, the Carillon Hotel and the North Shore Community Center.

#### Henry Hohauser (1889-1963)

Born in New York City and educated at Pratt Institute in Brooklyn, N.Y., Hohauser came to Miami in 1932. He was a practicing architect in Miami Beach for over 20 years and was one of the most prolific. His firm designed over 300 buildings in the Miami area and he is "generally credited with being the originator of modernism in Miami Beach." Just a few of Hohauser's buildings in Miami Beach's historic districts are:

Park Central Hotel	640 Ocean Drive
Colony Hotel	736 Ocean Drive
Edison Hotel	960 Ocean Drive
Cardozo Hotel	1300 Ocean Drive
Essex House	1001 Collins Ave

Robert M. Little came to Miami from Philadelphia in 1925, and worked for Robert A. Taylor (designer of Roney's Spanish Village on Espanola Way) before starting his own practice in 1933. He rose to prominence as a residential architect in Miami Beach prior to World War II, with many of his buildings in North Beach. After the war he worked more in Miami, and is best known for his work on the Merrick Building at the University of Miami.

<u>A. Herbert Mathes</u> was active in Miami Beach from the 1940s to the 1960s, designing hotel, residential, and civic architecture, including the Revere (demolished), Continental, Geneva, Parisian, and Allison Hotels, the Golden Gate apartments, and the Miami Beach Public Library at 2110 Collins Avenue (demolished).

<u>Victor H. Nellenbogen</u> (1888-1959), a native of Hungary schooled in New York, came to Miami Beach in 1928 and became a prominent designer of residential and hotel architecture in both Mediterranean Revival and Art Deco styles. His hotels include the Bowman (Shep Davis Plaza), Savoy Plaza, the Nash, the Alamac, the Franklin, and the Lord Tarleton (Crown/Ramada). He also remodeled the Sterling Building at 927 Lincoln Road in Art Deco style in 1941.

Gerard Pitt (1885-1971) was born in New Rochelle, New York, and graduated from Columbia University in 1907. In his early career he worked in New York City and Detroit. He moved to Miami in 1930 and was in partnership with George L. Pfeiffer, 1940-41. Pitt served as supervising architect for the southeast district of the Florida Hotel Commission from 1935 to 1957. In Miami Beach, he designed dozens of mostly small-scale apartment buildings in Art Deco and Postwar Modern styles from 1940 to the late 1960s, when he was in his 80s. These include:

Lincoln Arms	1800 James Ave.
Miljean	1831 James Ave.
Tropical Gardens	1600 Collins Ave.
Clifton Hotel	1343 Collins Ave

Anton Skislewicz (1895-1980), a native of Dubrovnik, Yugoslavia, and World War I aviator, immigrated to New York after that war and graduated from Columbia University in 1929. Drawn by the Depression-era building boom in Miami Beach, he opened a practice here in 1934 and

<sup>3</sup> Howard Kleinberg, Miami Beach: A History, p. 129.

<sup>4</sup> Membership application, American Institute of Architects, Coral Gables, Fla.

contributed a European sensibility to local architecture. His early work in naval architecture and aviation is clearly evident in his streamlined buildings. Skislewicz also designed a limited-edition limousine for Lincoln Motors in 1938. During World War II he closed his practice and returned to shipbuilding in Tampa, Florida.<sup>5</sup>

#### III. Ratio of Contributing Structures

A preliminary review of the thirty one (31) principal structures located in the proposed western expansion area suggests that twenty seven (27) of these structures (or **87 percent**) are Contributing and four (4) structures (or **13 percent**) are Non-Contributing. Of the four (4) Non-Contributing structures, 901 Alton Road is a recently constructed one story shopping plaza (c. 1992) built around a raised surface parking lot. It is comprised of an 'L' shaped and a free-standing structure, and replaced the Sun Plaza Motor Court, built at that location in 1953. The other two (2) Non-Contributing structures are the Alton Palms apartments, at 1025 Alton Road, and Apollo House apartments, at 1130 11<sup>th</sup> Street (corner of Alton Road). Both are seven story apartment buildings constructed in the late 1960s.

It should be noted, however, that one of the buildings that has been preliminarily determined to be a Contributing structure in the proposed historic district expansion area, 1011-1015 Alton Road, the Dorick apartments (designed by Gilbert Fein, in 1949), is prone to serious site flooding due to low elevation. It is unknown how and if this condition can be corrected in the future, thus this factor should be realistically taken into consideration when determining the contributing status of the Dorick apartments. It is also noted that 927 and 939 Alton Road are currently vacant lots, where a 1930s garden apartment complex, designed by B. Kingston Hall, was recently demolished. The current day Miami Ad School building (originally the Masonic Temple designed by Norman Giller, in 1950), at 955 Alton Road, however, anchors the north end of the 900 Alton Road block as a very important Contributing structure.

Notwithstanding the afore-mentioned Non-Contributing structures and vacant lots, the proposed westward expansion area possesses a significant concentration of contributing structures defined and united aesthetically by their respective historic development eras. This is particularly evident between 7<sup>th</sup> Street and 9<sup>th</sup> Street and between 12<sup>th</sup> Street and 14<sup>th</sup> Street. Further, 955 Alton Road represents a significant Postwar modern landmark at the northeast corner of the 900 Alton Road block.

#### RECOMMENDATION

Therefore, based upon the evidence presented and the historical and architectural significance of the proposed historic district expansion area, and in accordance with Sec. 118, Article X, Division 4, of the Land Development Regulations of the City Code, the staff of the City of Miami Beach Planning Department recommends that the Historic Preservation Board direct staff to prepare a formal Historic Designation Report for the proposed Westward Expansion of the Flamingo Park Historic District to include all properties on the east side of Alton Road between 7<sup>th</sup> and 14<sup>th</sup> Streets.

<sup>5</sup> Clotilde Luce, "Anton Skislewicz," Home Miami, May 2006, pp. 108-111.

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			۸I	Meeting Date	". July 21, 20
APPENDIX I	PROPERTIES LIST	(C = Contribu	(C = Contributing, NC = Non-Contributing)		
		Preliminary [	Preliminary Determination		
725-35 Alton Road	"Twin Harbor" apts.	Med-Deco	V.H.Nellenbogen	1936	C
745	Residence	Med-Deco	A.J. Blackstone	1933	· · · · · ·
755	apts.	PWM	Gerard Pitt	1947	O
, " 652	apts.	PWM	Henry Hohauser	1948	O
801	Mark Leo apts.	Deco	A.H.Mathes	1947	O
" 208	Kimberley apts.	Deco	и	1947	ပ
815	Lois Ann apts.	PWM	ש	1945	O
825 "	Paul-Hebert apts.	Med-Deco	Pfeiffer & Pitt	1941	U
835-855	Phillip Gardens	Med-Deco	Anton Skislewicz	1940	ပ
, "	shopping plaza				S
955	Masonic Temple	PWM	Norman M. Giller	1950	ပ
1011-1015 "	Dorick Apts.	PWM	Gilbert Fein	1949	O
1025 "	Alton Palms apts.		J. Renner	1969	S
1211 "	Residence (office)	Med-Deco	Robert M. Little	1936	ပ
1215 "	Residence	<b>a</b>	я	1934	O
1225 "	Residence	3	, u	1934	O
1235 "	Residence (front addtn)	3	מ	1934	O
1239 "	Residence (plant nursery)	3	а	1934	O
1247 "	Residence (realty office)	æ	и	1934	Ó
1257 "	Residence	Streamline	==	1935	ပ
1301 Alton Road	Residence	Med-Deco	Robert M. Little	1936	ပ

Page 7 of 8 HPB File No. 3861 Meeting Date: July 27, 2006

C	) C	) C	) O	, C	) ပ	ا د	)	NC
1934	1934	1933	1934	1934	1934	1940		1967
ä	=	3	а	3	2	J.J.DeBrita		R.S.Schneider
¥	<b>3</b>	z	ä	æ	ä	ä	PWM	
Residence (dentist)	Residence (office)	Residence	Residence (dentist)	Residence (preschool)	Residence (medical office)	Residence (realty office)	Apts.	Apollo House apts.
ä	ä	3	3	3	3	3	1135 8th Street	1130 11th Street
1315	1321	1329	1335	1343	1345	1355	1135 8t	1130 11

				INIGOTHING DA	Meeting Date, July Z1, Z
APPENDIX II	=	NEIGHBORING PROPERTIES <u>NOT</u> IN PROPOSED EXPANSION AREA	PROPOSED EXPANSIO	ON AREA	
621 Alton Road	Road	2-story residence	frame vernacular		Pre-1932
(rear)	(-	2-story apt.	Deco	L.M.Dixon	1948
(annex)	(xa)	1-story office			2
1421 Alton Road	Road	A & P grocery (CVS drugs)	PWM -attered	A Firsco	7007
1427	·	2-story store		Jaime Salles	1901
1435		1-story store		Bliss	1020
1439	" (rear)	) residence - (spa)	Med-Deco	Robt. M. Little	1935
	" (front)	t) restaurant addition			2000
1441-1447	z	1-story stores		A Mandel	4066
1453	3	Standard Oil station (Chevron)	altered	St. John Co	1900
1501	3 -	store (Blockbuster)			(1974)
1515-1539	<b>a</b> ·	stores			
1545	3	garage	Deco	M Divon	4004
1575	ä	Firestone station	Deco	Zurwelle & Whitaker	1939

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R9H

OFFICE OF THE MAYOR AND COMMISSION

TO:

Jorge M. Gonzalez, City Manager,

FROM:

Luis R. Garcia, Commissioner

DATE:

September 1, 2006

SUBJECT:

Agenda Item for September 6, 2006

Please place an agenda item on the September 6, 2006 commission meeting regarding the allocation of funds to the Little Havana Activities & Nutrition Center (LHANC) to accommodate the existing needs of our community.

LHANC provides daily childcare and meals for 60 children of our community as well as nearly 300 daily meals for our elderly. During the last six years the monies awarded to this institution have decreased by nearly 15% (14,870) while the waiting list for these services have increased.

In this years budget there seems to be additional funds where the city can cover the shortfalls. Consequently, I'm requesting the City identify sources and provide gap funding for this project.

LRG/sm

Agenda Item

Date 9-6-0

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#### OFFICE OF THE CITY ATTORNEY



**JOSE SMITH** City Attorney

Telephone:

(305) 673-7470

Facsimile:

(305) 673-7002

#### **COMMISSION MEMORANDUM**

TO:

Mayor David Dermer

**DATE:** September 6, 2006

FROM:

Jose Smith

City Attorne

**SUBJECT:** 

City Attorney's Status Report

Members of the City Commission City Manager Jorge M. Genzalez

- LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE T. THE LAST REPORT
  - 1. John S. Davis vs. City of Miami Beach, Florida. Eleventh Judicial Circuit, Civil Division, Case No. 06-13344 CA 31

This is a lawsuit by an applicant to be a police officer who claims that the City violated his rights when he was rejected for employment in 2004. The City has moved to dismiss the Complaint.

2. Wells Fargo Bank, National Association, as Trustee vs. Marcia Jones et al., Eleventh Judicial Circuit, General Division, Case No. 06-13418 CA 06

> This is an action to foreclosure a mortgage lien on real property. The Summons and Complaint were served on the City on July 12, 2006. The City's Answer and Affirmative Defense, asserts priority for special assessments, including, but not limited to, utility, water, sewer services, demolition or board-up liens, and resort taxes.

3. Kitty Terry and George Terry vs. City of Miami Beach, Florida. Eleventh Judicial Circuit, Civil Division, Case No. 06-13366 CA 31

Agen	da Item_	A	
eac	Date	9-6-06	_

Mayor David Dermer Members of the City Commission City Manager Jorge M. Gonzalez Page 2 September 6, 2006

The City was served with a Complaint on July 20, 2006 wherein the plaintiff, Kitty Terry, alleges that on February 3, 2005 she tripped and fell over an electrical box located in Lummus Park causing her to sustain a severe injury to her leg. The plaintiff was working on a movie set at the time. An Answer and Affirmative defenses were filed and discovery propounded.

4. <u>Jose Frias vs. City of Miami Beach, a municipal corporation</u>. Eleventh Judicial Circuit, Civil Division, Case No. 06-14672 CA 11

The City was served with this Complaint on July 31, 2006 wherein the plaintiff is alleging a claim for false arrest, false imprisonment and violation of his civil rights by City police officers. This office has removed the case to Federal Court and will timely file an Answer and Affirmative Defenses to the Complaint.

5. Wells Fargo Bank, N.A., et. al. vs. James Hawkesworth; et al., Eleventh Judicial Circuit, General Division, Case No. 06-15346 CA 06

This is an action to foreclosure a mortgage lien on real property. The Summons and Complaint were served on the City on August 4, 2006. The City's Answer and Affirmative Defense, asserting priority for special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes, was filed on August 16, 2006.

6. <u>Steven Nemetz and Marilyn Reiter-Nemetz vs. Club Atlantis Condominium Association, Inc., and The City of Miami Beach</u>. Eleventh Judicial Circuit, Civil Division, Case No. 06-16546 CA 30

The City was served with this Complaint on August 24, 2006 wherein the plaintiff alleges that on January 29, 2003 he was jogging on 26<sup>th</sup> Street when he tripped and was caused to fall by a difference in level between the City sidewalk and brick pavers at that location next to the Atlantis Condominium. He alleges to have sustained a second degree right shoulder separation with two torn tendons. An Answer and Affirmative Defenses will be timely filed and discovery propounded.

Mayor David Dermer Members of the City Commission City Manager Jorge M. Gonzalez Page 3 September 6, 2006

7. <u>Jason Rutkin vs. Sagamore Partners, LTD.</u>, and the City of Miami Beach. Eleventh Judicial Circuit, Civil Division, Case No. 05-21133 CA 09

The City was served with this Complaint on August 24, 2006 wherein the plaintiff alleges that on September 28, 2002 he was falsely arrested and battered by City police officers. This office believes the plaintiff is in violation of Florida Statute 768.28 with regard to notice and a motion to dismiss will be timely filed.

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager For MG/C W

DATE:

September 6, 2006

SUBJECT: PARKING STATUS REPORT – JUNE 2006

The following comments serve to preface attended parking facilities (garages and lots) performance for the month of June 2006. In June 2006, gross revenues at attended facilities (garage and lots) increased by 20.62% as compared to the prior year's period. During the month of June 2006, the Parking Department's attended locations earned a net profit of \$536,013.06. This is an increase in net profit of \$124,687.87 or 30.31% as compared to the same period in the prior year. This increase is primarily attributed to the new special event \$10.00 flat rate which became effective May 20, 2006 for attended lots and garages. The year to date net profit is \$5,321,139.81 this is an increase in net profit of \$520.436.05 or 10.84%.

#### A) 17th Street Municipal Parking Garage: June 2006

During the month of June 2006, the 17th Street Garage had net revenues of \$227,882.90. Net revenues are total revenues collected, minus sales tax, and are comprised of facilityspecific access-card revenues of \$60,840.00, transient parking revenues of \$159,182.90 and valet rental fees of \$7,800.00. Net revenues increased from \$190,002.78 in 2005, to \$227,882.90 in 2006; a 19.91% increase in net revenues. After subtracting operating expenses of \$97,578.51 the facility had a net profit for the month in the amount of \$130,244.39. This represents an increase in net profit for the facility in the amount of \$42,944.84 or 49.19% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of \$39,980.12, a decrease in security personnel expenses of \$5,631.78, a decrease in attendant/cashier labor expense of \$1,838.84; off-set by a decrease in facility-specific access-card revenues of \$2,160.00, and an increase FP&L expense of \$1,943.57. The 17th Street Garage served a total of 79,858 parkers in the month of June, 2006.

#### B) 7th Street Municipal Parking Garage: June 2006

During the month of June 2006, the 7th Street Municipal Parking Garage had net revenues of \$156,867.97. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of \$16,425.00 and transient parking revenues of \$140,442.97. When compared to the same month in the prior year (June 2005), net revenues increased from \$146,217.37 in 2005 to \$156,867.97 in 2006; a 7.28% increase in net revenues. After subtracting operating expenses of \$102,302.04 and debt service of \$59,500.00 the facility had a loss for the month in the amount of \$4,934.07. This is a decrease in net profit of \$28,985.24 or 120.51% from June 2005. This decrease is primarily attributable to an increase in security personnel expense of \$12,344.06 and an increase in Landscape Maintenance expense of \$26,854.00; off-set by an increase in transient parking revenue of \$10,184.10. The 7th Street Garage served a total of 31,129 parkers in the month of June, 2006.

Agenda Item

Date

# C) 5-A Municipal Surface Parking Lots (Washington Avenue to Pennsylvania and 17th Street): June 2006

During the month of June 2006, the 5-A Surface Lots had net revenues of \$219,361.74. Net revenues are total revenues collected, minus sales tax, and are comprised of facility-specific access-card revenues of \$19,140.00 and transient parking revenues of \$200,221.74. Net revenues increased from \$153,471.39 in 2005, to \$219,361.74 in 2006; a 42.93% increase in net revenues. After subtracting operating expenses of \$36,447.05 the facility had a net profit for the month in the amount of \$182,914.69. This represents an increase in net profit for the facility in the amount of \$65,248.20 or 55.45% when compared to the same period in the previous year. This increase is primarily attributable to an increase in transient parking revenue of \$64,570.35, and an increase in facility-specific access-card revenues of \$1,320.00. The 5-A Municipal Surface Parking Lot served a total of 41,414 parkers in the month of June, 2006.

#### D) 12th Street Municipal Parking Garage: June 2006

During the month of June 2006, the 12th Street Garage had net revenues of \$29,355.90. Net revenues are comprised of facility-specific monthly parking revenues of \$4,140.00 and transient parking revenues of \$25,215.90. When compared to the same month in the prior year (June 2005), net revenues decreased from \$33,761.58 in 2005, to \$29,355.90 in 2006; a 13.05% decrease in net revenues. After subtracting operating expenses of \$18,754.01 the facility had a net profit for the month in the amount of \$10,601.89. This is a decrease in net profit of \$3,553.42 or 25.10% from June 2005. This decrease is primarily attributable to a decrease in transient parking revenues of \$4,825.68; off-set by a decrease in security personnel expense of \$1,409.51. The 12th Street Garage served a total of 3,967 parkers in the month of June 2006.

#### E) 13th Street Municipal Parking Garage: June 2006

During the month of June 2006, the 13th Street Garage had net revenues of \$65,462.45. Net revenues are comprised of facility-specific monthly parking permit revenues of \$9,240.00 and transient parking revenues of \$56,222.45. Compared to the same month in the prior year (June 2005), net revenues increased from \$62,976.46 in 2005, to \$65,462.45 in 2006; representing a 3.95% increase in net revenues. After subtracting operating expenses of \$27,329.56, the facility had a net profit for the month in the amount of \$38,132.89. This is an increase in net profit of \$3,805.73 or 11.09% from June 2005. This increase is primarily attributable to an increase in transient parking revenue of \$1,285.99, an increase in facility-specific monthly parking permit revenues of \$1,200.00 and a decrease in revenue control equipment maintenance expense of \$1,300.00. The 13th Street Garage served a total of 12,224 parkers in the month of June 2006.

#### F) 16th Street-Anchor Parking Garage: June 2006

During the month of June, 2006, the 16th Street Garage had net revenues of \$159,407.03. Net revenues are comprised of facility-specific monthly parking revenues of \$40,900.00, transient parking revenues of \$94,231.78, and valet rental fees of \$24,275.25. Compared to the same month in the prior year (June 2005), net revenues increased from \$120,877.97 in 2005 to \$159,407.03 in 2006; representing a 31.87% increase in net revenues. After subtracting operating expenses of \$49,552.41 the facility had a net profit for the month in the amount of \$109,854.62. This is an increase in net profit of \$39,066.78 or 55.19% from June 2005. This increase is primarily attributable to an increase in transient parking revenue of \$23,061.75, an increase in facility-specific monthly parking revenues of \$10,800.00, an

September 6, 2006 City Commission Memorandum Parking Status Report – June 2006 Page 3 of 3

increase in valet rental fees of \$4,835.53 and a decrease in security personnel expense of \$2,965.56; off-set by an increase in FP&L expense of \$1,311.27. The 16th Street Garage served a total of 23,522 parkers in the month of June, 2006.

#### G) 42nd Street Municipal Parking Garage: June 2006

During the month of June, 2006, the 42nd Street Garage had net revenues of \$27,767.72. Net revenues are comprised of facility-specific monthly parking revenues of \$24,660.00 and transient parking revenues of \$3,107.72. Compared to the same month in the prior year of June (2005), net revenues decreased from \$28,769.35 in 2005, to \$27,767.72 in 2006; representing a 3.48% decrease in net revenues. After subtracting operating expenses of \$18,069.07 the facility had a net profit for the month in the amount of \$9,698.65. This is a decrease in net profit of \$939.00 or 8.83% from June 2005. This decrease is primarily attributable to a decrease in facility-specific monthly parking revenues of \$1,200, an increase in revenue control equipment maintenance expense of \$1,891.66; off-set by a decrease in security personnel expense of \$2,564.57. The 42nd Street Garage served approximately 15,362 parkers in the month of June, 2006.

#### H) Electronic Parking Meter Revenue Comparison: June 2006

This statement compares parking meter revenue collected in June 2006, with revenue collected in June 2005. When comparing revenues for June 2006 in the amount of \$872,610.56 to revenues for June 2005 in the amount of \$825,854.88, the report reflects an increase of \$46,755.68 or 5.66% in revenues collected. Meter revenue collected does not reflect the change in monthly decal parkers (both commercial and residential), valet rental or construction rental of meters, or metered surface lots either taken out of service, or managed differently than the previous year. In the month of June 2006 decal and permit revenue received was \$133,924.25 and meter rental revenue (valet, construction, and special events) was \$147,955.17 versus \$73,357.12 and \$88,563.97 respectively in June 2005. The combined total revenue produced at meters for the month of June 2006 was \$1,154,489.98. This reflects an increase from the previous year in the amount of \$166,714.01 or 16.88%.

#### I) Parking and Transportation Smart Card Sales: June 2006

In the month of June 2006, the Parking Department sold 1,602 Parking Meter Cards to merchants, vendors, hoteliers, and the public, for revenues in the amount of \$38,455.00.

#### J) Hotel Hangtag Sales: June 2006

In the month of June 2006, the Parking Department sold 820 hotel hangtags to hoteliers in the amount of \$4,920.00.

JMG/RCM/SF/RAR

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# CITY OF MIAMI BEACH PARKING DEPARTMENT FINANCIAL REPORT SUMMARY June

LOCATION	2005 June	REVE 2006 June	REVENUE Increase/ (Decrease)	Percent of Increase/ (Decrease)	2005 June	EXPENSES 2006 II June (E	ES increase/ (Decrease)	Percent of Increase/ (Decrease)	2005 June	PROFIT/(LOSS) 2006 Incl June (Dec	.OSS) Increase/ (Decrease)	Percent of Increase/ (Decrease)
17 St. Garage	188,502.78	227,822.90	39,320.12	20.86%	104,569.89	97,578.51	(6,991.38)	%69'9-	83,932.89	130,244.39	46,311.50	55.18%
7th St. Garage	146,217.37	156,867.97	10,650.60	7.28%	64,532.86	102,302.04	37,769.18	58.53%	81,684.51	54,565.93	(27,118.58)	-33.20%
17th St. Lots	153,471.39	219,361.74	65,890.35	42.93%	37,671.56	36,447.05	(1,224.51)	-3.25%	115,799.83	182,914.69	67,114.86	27.96%
12th St. Garage	33,761.58	29,355.90	(4,405.68)	-13.05%	19,606.27	18,754.01	(852.26)	-4.35%	14,155.31	10,601.89	(3,553.42)	-25.10%
13th St. Garage	62,976.46	65,462.45	2,485.99	3.95%	28,649.30	27,329.56	(1,319.74)	-4.61%	34,327.16	38,132.89	3,805.73	11.09%
42nd St. Garage	28,769.35	27,767.72	(1,001.63)	-3.48%	18,131.70	18,069.07	(62.63)	-0.35%	10,637,65	9,698.65	(939.00)	-8.83%
16th St Anchor	120,877.97	159,407.03	38,529.06	31.87%	50,090.13	49,552.41	(537.72)	-1.07%	70,787.84	109,854.62	39,066.78	55.19%
Totals	734,576.90	886,045.71	151,468.81	20.62%	323,251.71	350,032.65	26,780.94	8.28%	411,325.19	536,013.06	124,687.87	30.31%

	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	156.04	66.83	89.21	The 17th Street Garage has 1,460 spaces.
7th St. Garage	242.83	158.36	84.47	The 7th Street Garage has 646 spaces.
17th St. Lots	433.52	72.03	361,49	The 17th Street Lots have 506 spaces.
12th St. Garage	219.07	139.96	79.12	The 12th Street Garage has 134 spaces.
13th St. Garage	228.89	95,56	133.33	The 13th Street Garage has 286 spaces.
42nd St. Garage	44.79	29.14	15.64	The 42nd Street Garage has 620 spaces.
16th St Anchor	198.51	61.71	136.81	The 16th Street - Anchor Garage has 803 spaces.

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# CITY OF MIAMI BEACH PARKING DEPARTMENT FINANCIAL REPORT SUMMARY-YEAR TO DATE JUNE 2006

		REVENUE	NUE			EXPENSES	S			PROFIT/(LOSS)	SS)	
COCATION	2005 June YTD	2006 June YTD	Increase/ (Decrease)	Percent of Increase/ (Decrease)	2005 June YTD	2006 June YTD	Increase/ (Decrease)	Percent of Increase/ (Decrease)	2005 June YTD	2006 June YTD	Increase/ (Decrease)	Percent of increase/ (Decrease)
17 St. Garage	2,069,261.02	2,315,961.42	246,700.40	11.92%	905,830.35	960,107.96	54,277.61	2.99%	1,163,430.67	1,355,853.46	192,422.79	16.54%
7th St. Garage	1,549,827.32	1,531,746.87	(18,080.45)	-1.17%	563,991.14	641,797.30	77,806.16	13.80%	985,836.18	889,949.57	(95,886.61)	-9.73%
17th St. Lots	1,487,319.01	1,690,563.58	203,244.57	13.67%	313,083.84	360,410.68	47,326.84	15.12%	1,174,235.17	1,330,152.90	155,917.73	13.28%
12th St. Garage	329,638.78	234,877.76	(94,761.02)	-28.75%	180,251.99	158,293.10	(21,958.89)	-12.18%	149,386.79	76,584.66	(72,802.13)	48.73%
13th St. Garage	520,880.47	605,497.86	84,617.39	16.25%	287,425.49	254,722.07	(32,703.42)	-11.38%	233,454.98	350,775.79	117,320.81	50.25%
42nd St. Garage	301,032.16	274,517.21	(26,514.95)	-8.81%	170,130.24	169,232.27	(897.97)	-0.53%	130,901.92	105,284.94	(25,616.98)	-19.57%
16th St Anchor	1,420,779.07	1,651,456.79	230,677.72	16.24%	457,321.02	438,918.30	(18,402.72)	4.02%	963,458.05	1,212,538.49	249,080.44	25.85%
Totals	7,678,737.83	8,304,621.49	625,883.66	8.15%	2,878,034.07	2,983,481.68	105,447.61	3.66%	4,800,703.76	5,321,139.81	520,436.05	10.84%

102	Revenue Per Space	Expenses Per Space	Profit/(Loss) Per Space	
17 St. Garage	1,586.27	657.61	928.67	The 17th Street Garage has 1,460 spaces.
7th St. Garage	2,371.13	993.49	1,377.63	The 7th Street Garage has 646 spaces.
17th St. Lots	3,341.03	712.27	2,628.76	The 17th Street Lots have 506 spaces.
12th St. Garage	1,752.82	1,181.29	571.53	The 12th Street Garage has 134 spaces.
13th St. Garage	2,117.13	890.64	1,226.49	The 13th Street Garage has 286 spaces.
42nd St. Garage	442.77	272.96	169.81	The 42nd Street Garage has 620 spaces.
16th St Anchor	2,056.61	546.60	1,510.01	The 16th Street - Anchor Garage has 803 spaces.

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#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 17th Street Garage - 2G

June 2006

LOCATION	ACCOUNTING CODE	2005	2006	Increase/ (Decrease)	Percent of Increase/	Revenue/ Expense
		June	June		(Decrease)	Per Space
17th Street Garage - 2G						
Revenue						
Revenue-Ticket	480-8000-344583	119,202.78	159,182.90	39,980.12		
Revenue - Valet	480-8000-344583	7,800.00	7,800.00	0.00		
Revenue-Monthly Permits	480-8000-344514	63,000.00	60,840.00	(2,160.00)		
	17th Street - 2G REVENUE (Sales Tax Excluded)	190,002.78	227,822.90	37,820.12	19.91%	\$156.04
Expenses						
Security Personnel		21,022.22	15,390.44	(5,631.78) (1	).	
Attendant/Cashier Labor		60,155.94	58,317.10	(1,838.84) (2	).	
FP&L		7,618.41	9,561.98	1,943.57 (3	).	
Revenue Control Equipment Ma	aintenance	2,133.33	2,216.66	83.33 (4	).	
Armed Guard Revenue Pickup		420.00	433.00	13.00 (5		
Elevator Maintenance		425.00	731.00	306.00 (6	).	
Landscape Maintenance		108.33	108.33	0.00		
Garage Cleaning/Maintenance		10,820.00	10,820.00	0.00		
	17th St. Garage - 2G EXPENSES	102,703.23	97,578.51	(5,124.72)	-4.99%	\$66.83
	17th St. Garage PROFIT/(LOSS)	87,299.55	130,244.39	42,944.84	49.19%	\$89.21
				Nu	mber of Spaces	1460

#### Notes:

The 17th Street Garage has 1460 spaces. Approximately 40% of the annual revenue is from monthly parkers including valet rentals. The remainder of income is derived from Lincoln Road, Conventions, TOPA, and the New World Symphony.

- (1). June 2005 Security Personnel figure consists of 1,756.25 total labor hours. While June 2006 Security Personnel figure consists of only 1,285.75 total labor hours.
- (2). June 2005 Attendant/Cashier Labor figure consists of 4,033.75 total labor hours. While June 2006 Attendant/Cashier Labor figure consists of 3,924.75 total labor hours.
- (3). Although June 2006 FP&L energy usage decreased by 166 KWH (from 3,212 KWH to 3046 KWH) in comparison to June 2005; there is an increase due to change in FP&L rates,
- (4)- June 2005 Revenue Control Equipment Maintenance figures consist of the regular maintenance of \$2,133.33. While June 2006 reflects the regular monhly charge of \$1,891.66 plus additional charge of \$325.00 for purchase of computer parts.
- (5)- June 2006 Armed Guard Revenue Pick up charge of \$433.00 reflects the new regular monthly service charge from Brinks.
- (6)- June 2005 Elevator Maintenance charge reflects the regular monthly service charge of \$425.00. While June 2006 Elevator Maintenance charge reflects the regular monthly charge of \$425.00 plus \$306.00 for additional service call.

### City of Miami Beach Parking Department Daily Revenue Report 17th Street Garage - 2G

June 2006

		Total	Deals	Peak	Daily
Date	Day	Vehicle	Peak	Vehicle	Ticket
		Entries	Period	Count	Revenue
1	Thrusday	2433	17:00-17:59	368	\$3,478.32
2	Friday	3191	20:00-20:59	424	\$6,164.86
3	Saturday	3747	21:00-21:59	583	\$10,450.21
4	Sunday	2948	15:00-15:59	500	\$8,239.81
5	Monday	2041	17:00-17:59	162	\$3,030.99
6	Tuesday	2229	17:00-17:59	331	\$3,375.63
7	Wednesday	2194	17:00-17:59	339	\$3,107.93
8	Thursday	2508	18:00-18:59	378	\$3,830.17
9	Friday	3601	21:00-21:59	539	\$7,342.09
10	Saturday	3990	19:00-19:59	683	\$10,678.32
11	Sunday	2338	00:00-00:59	494	\$5,936.64
12	Monday	2026	17:00-17:59	342	\$2,883.66
13	Tuesday	2984	11:00-11:59	601	\$9,101.27
14	Wednesday	3579	14:00-14:59	580	\$11,883.18
15	Thursday	2329	17:00-17:59	377	\$3,081.42
16	Friday	3235	21:00-21:59	458	\$6,041.61
17	Saturday	3160	21:00-21:59	541	\$7,782.58
18	Sunday	1985	00:00-00:59	429	\$4,263.48
19	Monday	2060	17:00-17:59	340	\$2,719.55
20	Tuesday	2251	17:00-17:59	363	\$3,094.69
21	Wednesday	2295	17:00-17:59	363	\$2,998.47
22	Thursday	2630	17:00-17:59	383	\$4,051.21
23	Friday	3125	23:00-23:59	469	\$6,166.09
24	Saturday	2890	22:00-22:59	502	\$6,778.39
25	Sunday	1952	00:00-00:59	389	\$4,243.59
26	Monday	1967	17:00-17:59	322	\$2,474.21
27	Tuesday	2327	15:00-15:59	353	\$3,295.07
28	Wednesday	2260	17:00-17:59	376	\$2,909.12
29	Thursday	2413	17:00-17:59	326	\$3,249.46
30	Friday	3170	23:00-23:59	487	\$6,530.88
	TOTAL	79,858			\$159,182.90
	MONTHLY PERM	MIT REVENUE		•	\$60,840.00
	VALET REVENU	E			\$7,800.00
	TOTAL NET REV	/ENUE			\$227,822.90

#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 7th Street Garage - 1G JUNE 2006

LOCATION	ACCOUNTING CODE	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
		Julie	Julie		(Decreuse)	1 cr opace
7th Street Garage - 1G						
Revenue						
Revenue-Ticket	142-8000-344404	130,258.87	140,442.97	10,184.10		
Revenue-Monthly Permits	142-8000-344404	15,958.50	16,425.00	466.50		
	7th Street - 1G REVENUE (Sales Tax Excluded)	146,217.37	156,867.97	10,650.60	7.28%	\$242.83
Expenses						
Security Personnel		21,746.50	34,090.56	12,344.06 (1	).	
Attendant/Cashier Labor		23,796.14	23,607.53	(188.61) <b>(2</b>		
Landscape Maintenance		918.67	27,772.67	26,854.00 (3		
FP&L		3,216.31	3,980.70	764.39 (4		
Revenue Control Equipment N		1,650.00	1,299.50	(350.50) <b>(5</b>	).	
Garage Cleaning/Maintenance		9,242.00	9,242.00	0.00		
Armed Guard Revenue Pickup	p	420.00	433.00	13.00 (6		
Elevator Maintenance		1,065.17	1,264.67	199.50 (7	).	
Surveillance System Maintena	ance	611.41	611.41	0.00		
	7th Street - 1G EXPENSES	62,666.20	102,302.04	39,635.84	63.25%	\$158.36
	7th St. Estimated Debt Service	59,500.00	59,500.00	0.00	0.00%	\$92.11 <sup>°</sup>
	7th St. PROFIT/(LOSS)	24,051.17	(4,934.07)	(28,985.24)	-120.51%	-\$7.64
				Nur	mber of Spaces	646

#### Notes:

Generators for this garage are local workers, restaurants, hotels, construction, visitors to SOBE, local beach goers, restaurant patrons, and nightclub patrons.

- (1).June 2005 Security Personnel figure consists of 1,816.75 total labor hours. While June 2006 Security Personnel figure consists of 2,848.00 total labor hours.
- (2). June 2005 Attendant / Cashier Labor figure consists of 1,594.00 total labor hours . While June 2006 Attendant/Cashier Labor figure consists of 1,580.75 total labor hours.
- (3)-June 2005 Landscape and Lot Maintenance charge of \$918.67 reflects the regular monthly charge from Country Bills. While, June 2006 charge of \$27,772.67 reflects the regular monthly charge of \$918.67 plus \$26,854.00 for additional work to trimming the North, South, East and West side of the garage.
- (4). Although June 2006 FP&L energy usage decreased by 41KWH (from 1,357 KWH to 1,316 KWH) in comparison to June 2005; there is an increase due to change in FP&L rates.
- (5). June 2005 Revenue Control Equipment Maintenance figures consist of the regular monthly maintenance of \$1,650.00. While, June 2006 Revenue Control Equipment Maintenance charge of \$1,299.50 reflects the regular monthly service charge of \$775.00 plus two additional charges of \$325.00 for computer parts and \$199.50 for overtime payment to cover portion of service call on 06/04/06.
- (6)- June 2006 reflects the new monthly charge of \$ 433.00 from Brinks.
- (7)- June 2005 Elevator Maintenance charge of \$1,065.17 reflects the regular monthly charge from Thyssen. While, June 2006 Elevator Maintenance charge of \$1,264.67 reflects the regular monthly charge of \$1,065.17 plus a charge of \$199.50 for additional service call.

June-06

					Daily	Daily	Daily
l <u>.</u> .	_		Peak	Peak Vehicle	Space Rental	Space Rental	Revenue
Date	Day	Total Vehicle Entries	Period	Count	Goldman -	Other -	Including
					No Tax	Incl. Tax	Tax
1	Thursday	822	18:00-18:59	136	387.50	144.45	\$2,615.00
2	Friday	1394	14:00-14:59	222	387.50	144.45	\$8,763.00
3	Saturday	1771	14:00-14:59	274	387.50	144.45	\$10,379.00
4	Sunday	1570	16:00-16:59	324	387.50	144.45	\$6,824.00
5	Monday	665	14:00-14:59	127	387.50	144.45	\$2,548.00
6	Tuesday	851	15:00-15:59	163	387.50	144.45	\$2,879.00
7	Wednesday	725	15:00-15:59	123	387.50	144.45	\$2,741.00
8	Thursday	868	18:00-18:59	143	387.50	144.45	\$2,925.00
9	Friday	1361	23:00-23:59	204	387.50	144.45	\$8,505.00
10	Saturday	1767	14:00-14:59	297	387.50	144.45	\$9,727.00
11	Sunday	824	00:00-00:59	232	387.50	144.45	\$4,152.00
12	Monday	561	19:00-19:59	114	387.50	144.45	\$2,708.00
13	Tuesday	642	15:00-15:59	113	387.50	144.45	\$2,175.00
14	Wednesday	790	15:00-15:59	126	387.50	144.45	\$2,425.00
15	Thursday	907	18:00-18:59	158	387.50	144.45	\$3,235.00
16	Friday	1330	20:00-20:59	174	387.50	144.45	\$8,043.00
17	Saturday	1635	16:00-16:59	235	387.50	144.45	\$10,096.00
18	Sunday	1358	15:00-15:59	226	387.50	144.45	\$6,080.00
19	Monday	859	16:00-16:59	154	387.50	144.45	\$3,502.00
20	Tuesday	700	15:00-15:59	121	387.50	144.45	\$2,825.00
21	Wednesday	954	17:00-17:59	152	387.50	144.45	\$2,920.00
22	Thursday	873	15:00-15:59	147	387.50	144.45	\$2,938.00
23	Friday	1431	23:00-23:59	238	387.50	144.45	\$9,402.00
24	Saturday	1702	15:00-15:59	268	387.50	144.45	\$10,327.00
25	Sunday	756	01:00-01:59	192	387.50	144.45	\$3,742.00
26	Monday	645	18:00-18:59	127	387.50	144.45	\$2,673.00
27	Tuesday	593	14:00-14:59	99	387.50	144.45	\$1,978.00
28	Wednesday	759	14:00-14:59	131	387.50	144.45	\$2,453.00
29	Thursday	801	19:00-19:59	143	387.50	144.45	\$2,826.00
30	Friday	1215	23:00-23:59	187	387.50	144.45	\$7,868.00
	TOTAL	31,129			\$11,625.00	\$4,333.50	\$150,274.00

TOTAL NET REVENUE	\$11,625.00	\$4,050.00	\$140,442.97
SALES TAX	\$0.00	\$283.50	\$9,831.03
TOTAL GROSS REVENUE	\$11,625.00	\$4,333.50	\$150,274.00

Monthly Budgeted Revenue Needed to Break Even - FY 04/05 (Includes Debt Service)

**Less Current Month Net Revenue** 

\$156,117.97

Over/(Short)

\$156,117.97

Monthly Space Rental Goldman Properties - 155 Other - 54

**\$11,625.00** No tax included **\$4,333.50** Tax included

#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT

#### 17th Street Lots - 5A - East and West June 2006

LOCATION	ACCOUNTING CODE	2005	2006	Increase/	Percent of Increase/	Revenue/ Expense
		June	June	(Decrease)	(Decrease)	Per Space
17th Street Lots - 5A East	& West					
Revenue						
Revenue-Ticket	480-8000-344515	135,651.39	200,221.74	64,570.35		
Revenue-Monthly Permits	480-8000-344596	17,820.00	19,140.00	1,320.00		
	17th Street Lots - 5A REVENUE (Sales Tax Excluded)	153,471.39	219,361.74	65,890.35	42.93%	\$433.52
Expenses						
Security Personnel		861.84	861.84	0.00		
Attendant/Cashier Labor		31,915.58	32,799.40	883.82 (1).		
Revenue Control Equipment N	Maintenance	2,133.33	1,891.66	(241.67) (2).		
Landscape Maintenance		502.67	502.67	0.00		
FP&L		391.48	391.48	0.00		
	17th St. Lots - 5A EXPENSES	35,804.90	36,447.05	642.15	1.79%	\$72.03
	17th St. Lots - 5A PROFIT/(LOSS)	117,666.49	182,914.69	65,248.20	55.45%	\$361.49
				Num	ber of Spaces	506

#### Notes:

(2)- June 2005 Revenue Control Equipment Maintenance figures consist of the regular maintenance of \$2,133.33. While June 2006 Revenue Control Equipment Maintenance charge of \$1,891.66 reflects the new regular monthly service charge from Consolidated Parking Equipment.

<sup>(1).</sup> June 2005 Attendant/Cashier Labor figure consists of 1,200.50 labor hours . While June 2006 Attendant/Cashier Labor figure consists of 2,273.00 labor hours.

# City of Miami Beach Parking Department

June-06

**5A Surface Lots East and West** 

	e Lois Lasi	East	East	West	West	Total				
		Total	Daily	Total	Daily	Daily				
		Vehicle	Ticket	Vehicle	Ticket	Ticket				
Date	Day	Entries	Revenue	<b>Entries</b>	Revenue	Revenue				
1	Thrusday	688	\$2,384.30	560	\$1,677.57	\$4,621.87				
2	Friday	808	\$5,321.12	674	\$3,640.19	\$9,635.31				
3	Saturday	883	\$5,914.09	696	\$6,107.66	\$12,717.75				
4	Sunday	739	\$3,978.88	669	\$3,743.93	\$8,391.81				
5	Monday	631	\$1,503.03	655	\$1,452.90	\$3,610.93				
6	Tuesday	737	\$1,724.19	656	\$1,505.79	\$3,885.98				
7	Wednesday	724	\$1,753.01	634	\$1,416.64	\$3,803.65				
8	Thrusday	664	\$2,747.59	556	\$1,634.39	\$4,937.98				
9	Friday	851	\$5,715.48	757	\$4,291.03	\$10,763.51				
10	Saturday	896	\$6,740.37	701	\$5,409.35	\$12,850.72				
11	Sunday	725	\$3,117.57	415	\$1,344.86	\$4,877.43				
12	Monday	554	\$1,546.99	726	\$1,757.20	\$4,030.19				
13	Tuesday	902	\$4,368.26	895	\$4,368.79	\$9,632.05				
14	Wednesday	874	\$3,814.02	785	\$4,448.60	\$9,047.62				
15	Thrusday	653	\$2,421.20	452	\$1,302.99	\$4,176.19				
16	Friday	849	\$5,234.84	643	\$3,668.41	\$9,546.25				
17	Saturday	898	\$5,736.49	627	\$3,998.69	\$10,362.18				
18	Sunday	794	\$2,414.84	580	\$1,352.52	\$4,347.36				
19	Monday	649	\$1,680.26	584	\$1,219.81	\$3,484.07				
20	Tuesday	692	\$1,886.43	655	\$1,639.44	\$4,180.87				
21	Wednesday	780	\$1,973.87	671	\$1,594.02	\$4,238.89				
22	Thrusday	738	\$3,224.49	632	\$2,337.38	\$6,193.87				
23	Friday	843	\$5,433.72	685	\$3,833.83	\$9,952.55				
24	Saturday	951	\$5,856.37	518	\$3,551.21	\$9,925.58				
25	Sunday	606	\$3,381.27	374	\$1,920.00	\$5,675.27				
26	Monday	650	\$1,683.74	604	\$1,308.41	\$3,596.15				
27	Tuesday	658	\$1,844.00	650	\$1,534.77	\$4,028.77				
	Wednesday	717	\$1,871.63	567	\$1,333.27	\$3,771.90				
29	Thrusday	633	\$2,421.38	519	\$1,707.66	\$4,648.04				
30	Friday	828	\$5,328.56	659	\$3,299.44	\$9,287.00				
		22,615	103,021.99	18,799	\$78,400.75	\$200,221.74				
	MONTHLY PERMIT REVENUE \$19,140.00									
			TOTAL NET RE	VENUE		\$219,361.74				

Excel (Fdrive/Ping/\$Pers/P&L/2003/January/5alotsrev.xls)OL/LN

#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 12th Street Garage - 2A

June 2006

LOCATION	ACCOUNTING CODE	2005	2006	Increase/ (Decrease)	Percent of Increase/	Revenue/ Expense
		June	June	(Decircuse)	(Decrease)	Per Space
424h Street Carera 25						
12th Street Garage - 2A						
Revenue						
Revenue-Ticket	480-8000-344504	30,041.58	25,215.90	(4,825.68)		
Revenue-Monthly Permits	480-8000-344593	3,720.00	4,140.00	420.00		
	12th Street - 2A REVENUE	33,761.58	29,355.90	(4,405.68)	-13.05%	\$219.07
	(Sales Tax Excluded)	00,707100	_0,000.00	(1,100100)	10.00%	<b>42</b> 10101
<b>F</b>						
Expenses Security Personnel		7,469.33	6,059.82	(1,409.51) (1	,	
Attendant/Cashier Labor		10,382,40	10,310.24	(72.16) (2		
FP&L		108.54	108.54	0.00	,	
Elevator Maintenance		125.00	514.41	389.41 (3	3).	
Garage Cleaning/Maintenance		1,521.00	1,761.00	240.00 (4	)).	
	12th Street - 2A EXPENSES	19,606.27	18,754.01	(852.26)	-4.35%	\$139.96
	12th Street - 2A PROFIT/(LOSS)	14,155.31	10,601.89	(3,553.42)	-25.10%	\$79.12
				· Nu	imber of Spaces	134

#### Notes:

The 12th Street Garage achieves 16% of it revenue from permits, the balance is from transients arriving for court appearances, local workers, beachgoers, and nightclub patrons.

- (1). June 2005 Security Personnel figure consists of 504.00 total labor hours. While June 2006 Security Personnel figure consists of 506.25 total labor hours.
- (2). June 2005 Attendant/Cashier Labor figure consists of 719.50 labor hours. While June 2006 Attendant/Cashier Labor figure consists of 714.50 labor hours.
- (3). June 2005 Elevator Maintenance figure reflects the regular monthly charge of \$125.00. While June 2006 Elevator Maintenance figure reflects the regular monthly charge of \$134.41 plus \$380.00 for additional service call.
- (4). June 2005 Garage Cleaning/Maintenance consists of the regular monthly maintenance of charge of \$1,521.00 . While, June 2006 Garage Cleaning/Maintenance charge of \$1,761.00 reflects the regular monthly charge of \$1,521.00 plus \$240.00 for additional labor during the Memorial Weekend.

#### City of Miami Beach Parking Department 12th Street Garage - 2A Garage

June-06

												Daily
										DAILY	TOTAL	Ticket
Date	Day	СМВ	ARMOR	P.0	EMPLOYEE	COURT	BEST		OTHERS		ENTRIES	Revenue
1	Thrusday		4		7	3		2		129	145	\$605.61
2	Friday	3	2		1	3	:	5		180	194	\$1,431.78
3	Saturday		•		1			2		145	148	\$1,607.48
4	Sunday		1		7			2		76	86	\$809.35
5	Monday	1	1		6	2		1		116	127	\$495.33
6	Tuesday	1	3	1	7	4		3		119	138	\$0.00
7	Wednesday	2			5	5				118	130	\$634.58
8	Thursday	1	2		7	8		3	2	101	124	\$1,106.54
9	Friday	2	3	1	2	5		7	2	131	153	\$1,125.23
10	Saturday				1			3		152	156	\$1,601.87
11	Sunday		1		7			1		55	64	\$600.00
12	Monday	4	1 1		9	2		2		75	93	\$418.69
13	Tuesday	1	1 1		6	3		5	1	90	107	\$429.91
14	Wednesday	1	2	1	6	2		3	1	117	133	\$543.93
15	Thursday		3	1	8	5		2	2	117	138	\$560.75
16	Friday	2	2	1	1	5		3		185	199	\$1,456.07
17	Saturday		1 1					7	1	177	186	\$1,710.28
18	Sunday		2		6			1		76	85	\$730.84
19	Monday	1	3		4	3		1		98	110	\$573.83
20	Tuesday		3	1	8	2		5	3	135	157	\$674.77
21	Wednesday	2		1	7	4		2		120	136	\$568.22
22	Thursday	1	4	1	8	7		2	1	130	153	\$657.94
23	Friday	2	2		1	1 1		3		180	189	\$1,508.41
24	Saturday				1			4		137	142	\$1,299.07
25	Sunday		1		4	1		2		59	66	\$570.09
26	Monday	3	2		7	1				117	129	\$687.85
27	Tuesday	1 1	2	1	5	2		2	2	78	93	\$398.13
28	Wednesday	1 1	1		7			4		103	116	\$504.67
29	Thursday	1	2		7		1	1		99	111	\$497.20
30	Friday				3			4	1	151	159	\$1,407.48
	TOTAL	29	49	9	149	66	1	82	16	3566	3967	\$25,215.90

Excel (Fdrive/Ping/\$Pers/P&L/2003/January/12thstrev.xls)OL/LN

**TOTAL NET REVENUE** 

\$29,355.90

#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 13th Street Garage - 17A June 2006

LOCATION	ACCOUNTING CODE	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/	Revenue/ Expense Per Space
		June	Julie		(Decircuse)	1 of opaco
13th Street Garage - 17A					•	
Revenue						
Revenue-Ticket	480-8000-344566	54,936.46	56,222.45	1,285.99		
Revenue-Monthly Permits	480-8000-344527	8,040.00	9,240.00	1,200.00		
	13th Street - 17A REVENUE (Sales Tax Excluded)	62,976.46	65,462.45	2,485.99	3.95%	\$228.89
Expenses						
Security Personnel		10,024.88	9,130.12	(894.76) (1)		
Attendant/Cashier Labor		11,178.06 216.67	11,070.69 216.67	(107.37) <b>(2</b> ) 0.00	•	
Landscape Maintenance FP&L		1,602.03	2.331.42	729.39 (3)		
Revenue Control Equipment	Maintenance	3,516.66	2,216.66	(1,300.00) (4)		
Elevator Maintenance	rian to harros	170.00	170.00	0.00		
Armed Guard Revenue Picku	р	420.00	433.00	13.00 (5)		
Garage Cleaning/Maintenanc	ee e	1,521.00	1,761.00	240.00		
	13th Street - 17A EXPENSES	28,649.30	27,329.56	(1,319.74)	-4.61%	\$95.56
	13th Street - 17A PROFIT/(LOSS)	34,327.16	38,132.89	3,805.73	11.09%	\$133.33
				Nu	nber of Spaces	286

#### Notes:

The 13th Street Garage achieves 15% of its revenue from permits, the balance is transient revenue. The generators are residents, local workers, construction workers, visitors to SOBE, beachgoers, and restaurant patrons.

- (1). June 2005 Security Personnel figure consists of 837.50 total labor hours. While June 2006 Security Personnel figure consists of only 762.75 total labor hours.
- (2), June 2005 Attendant/Cashier Labor figure consists of 714.50 total labor hours. While June 2006 Attendant/Cashier Labor figure consists of 708.75 total labor hours.
- (3). June 2006 FP&L average daily energy usage increased by 82 KWH (from 662 KWH to 744 KWH) and there is also an increase in FP&L rates.
- (4). June 2006 Revenue Control Equipment Maintenance charge of \$1,891.66 reflects the regular monthly service charge from Consolidated Parking Equipment.
- (5). June 2006 Armed Guard Revenue Pickup charge of \$433.00 reflects the new monthly service charge from Brinks.

#### City of Miami Beach Parking Department 13th Street Garage - 17A

June-06

		(Art Deco)									Dai	ly Ticket Rev	enu	ie
		Residential	Monthly		CW	Standard	Armor	Best	Daily	Total		POF		
Date	Day	Decals	Permits	Handicap	Decals	Attendants	Security	Maint.	Tickets	Entries	Attendant	(Pay on Foot)		TOTAL
1	Thrusday	17	1	3		2			341	364	\$ 373.83	\$1,439.25	\$	1,813.08
2	Friday	15		1		3	1		285	305	\$ 465.54	\$1,096.26	\$	1,561.80
3	Saturday	18		3	1	2	3		408	435	\$ 589.72	\$1,328.04	\$	1,917.76
4	Sunday	15		3		2	1		473	494	\$ 800.93	\$1,567.29	\$	2,368.22
5	Monday	15	2		Ì	2	2		293	314	\$ 857.94	\$0.00	\$	857.94
6	Tuesday	20	1	2		1	•		314	338	\$ 703.74	\$1,663.55		2,367.29
7	Wednesday	19	1	1		1	1		319	342	\$ 478.50	\$0.00	\$	478.50
8	Thursday	13		2		3	1 1		329	348	\$ 670.09	\$1,568.22	\$	2,238.31
9	Friday	9				4	1 1		457	471	\$ 785.98	\$1,128.04	\$	1,914.02
10	Saturday	14		4	1	4	3		469	496	\$ 903.74	\$0.00	\$	903.74
11	Sunday	14				2	4		398	418	\$ 896.26	\$2,987.85	\$	3,884.11
12	Monday	19	;	1	1	2	2		330	354	\$ 949.53	\$1,576.64	\$	2,526.17
13	Tuesday	16		2		2	1		311	332	\$ 363.55	\$0.00	\$	363.55
14	Wednesday	14		1		2	1		282	300	\$ 546.73	\$1,555.14	\$	2,101.87
15	Thursday	16	1	4	1 -	3	1		367	393	\$ 457.94	\$0.00		457.94
16	Friday	13		2		4	1		450	470	\$ 688.79	\$2,384.11	\$	3,072.90
17	Saturday	12		5	1	2	3		457	480	\$ 913.08	\$1,425.15	\$	2,338.23
18	Sunday	12		2 5		2	2		526	544	\$ 887.85	\$1,588.79	\$	2,476.64
19	Monday	20		5		2 2 2	2		417	446	\$ 1,096.26	\$1,474.77	\$	2,571.03
20	Tuesday	17		4	1	2	2		319	345	\$ 628.04	\$1,213.08	\$	1,841.12
21	Wednesday	18		1		2			385	406	\$ 395.33	\$845.79	\$	1,241.12
22	Thursday	19		2	2	3			425	451	\$ 538.32	\$1,094.39	\$	1,632.71
23	Friday	14	4		1	5	1		471	496	\$ 704.67	\$1,499.07	\$	2,203.74
24	Saturday	10		4	2	3	3		461	481	\$ 1,083.18	\$1,515.89	\$	2,599.07
25	Sunday	10		2	3	2	2		389	408	\$ 842.99	\$1,209.35	\$	2,052.34
26	Monday	17		2	1	3	2		363	388	\$ 1,200.93	\$0.00	\$	1,200.93
27	Tuesday	15		1	1	3		l	406	426	\$ 819.63	\$2,124.30	\$	2,943.93
28	Wednesday	9	1	1	1	1			343	355	\$ 494.39	\$0.00	\$	494.39
29	Thursday	11	1	3		5			314	333	\$ 529.91	\$1,184.11	\$	1,714.02
30	Friday	12		1		4	1		473	491	\$ 841.12	\$1,244.86	\$	2,085.98
	TOTAL	443	10	62	16	78	41	0	11,575	12,224	\$21,508.51	\$34,713.94	\$	56,222.45
1								MONTHLY	PERMIT	REVENUE				\$9,240.00

MONTHLY PERMIT REVENUE \$9,240.00

TOTAL NET REVENUE \$ 65,462.45

Excel (Fdrive/Ping/\$Pers/P&L/2003/January/13thstrev.xls)OL/LN

#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 16th Street - Anchor Garage June 2006

LOCATION	ACCOUNTING CODE	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)	Revenue/ Expense Per Space
16th Street - Anchor Garage	<b>e</b>					
Revenue						
Revenue-Ticket	463-8000-344911	71,170.03	94,231.78	23,061.75		
Revenue -Valet-Loew's	463-8000-344587	19,439.72	24,275.25	4,835.53		
Revenue-Valet-Royal Palm	463-8000-344587	168.22	0.00	(168.22)		
Revenue-Monthly Permits	463-8000-344903	30,100.00	40,900.00	10,800.00		
	16th St Anchor Garage REVENUE (Sales Tax Excluded)	120,877.97	159,407.03	38,529.06	31.87%	\$198.51
Expenses						
Security Personnel		12,248.30	9,282.74	(2,965.56) (	1).	
Attendant/Cashier Labor		21,660.15	22,406.05	745.90 (	2).	
FP&L		4,015.70	5,326.97	1,311.27 (	•	
Revenue Control Equipment Ma	aintenance	825.00	1,100.00	275.00 (		
Armed Guard Revenue Pickup		420.00	433.00	13.00 (		
Elevator Maintenance		1,097.97	1,180.64	82.67 (	6).	
Landscape Maintenance		152.00	152.00	0.00		
Garage Cleaning/Maintenance Sanitation (Waste Removal)		9,242.00 179.01	9,242.00 179.01	0.00 0.00		
Fire Alarm Service		250.00	250.00	0.00		
	16th St Anchor Garage EXPENSES	50,090.13	49,552.41	(537.72)	-1.07%	\$61.71
	16th St. Garage PROFIT/(LOSS)	70,787.84	109,854.62	39,066.78	55.19%	\$136.81
				N	umber of Spaces	803

#### Notes:

Garage contract awarded effective June 9, 2003.

- (1)- June 2005 Security Personnel figure consists of 1,023.25 total labor hours. While June 2006 Security Personnel figure consists of 694.50 total labor hours.
- (2). June 2005 Attendant/Cashier Labor figure consists of 1,444.25 total labor hours. While June 2006 Attendant/Cashier Labor figure consists of 1,498.25 total labor hours.
- (3). June 2006 FP&L energy usage increased by 108 KWH (from 1696 KWH to 1804 KWH) in comparison to June 2005, and there was also an increase in FP&L rates.
- (4). June 2005 Revenue Control Equipment Maintenance charge of \$825.00 reflects the regular monthly service charge from Royce. While June 2006 Revenue Control Equipment Maintenance charge of \$1,100.00 reflects the regular monthly service charge of \$775.00 plus \$325.00 for computer parts.
- (5)- June 2006 Armed Guard Revenue Pickup figure consists of \$433.00. New contract from Brinks.
- (6). June 2006 Elevator Maintenance charge reflects the new regular monthly service charge of \$1,180.64.

# City of Miami Beach Parking Department Daily Revenue Report 16th Street - Anchor Garage

June-06

		Total		Peak	Daily
Date	Day	Vehicle	Peak	Vehicle	Ticket
		Entries	Period	Count	Revenue
1	Thrusday	636	16:00-16:59	91	\$1,956.07
2	Friday	933	16:00-16:59	125	\$4,227.10
3	Saturday	1010	23:00-23:59	139	\$6,157.94
4	Sunday	661	14:00-14:59	150	\$3,746.73
5	Monday	544	14:00-14:59	98	\$1,899.07
6	Tuesday	723	16:00-16:59	118	\$1,932.71
7	Wednesday	671	12:00-12:59	102	\$1,686.92
8	Thursday	658	18:00-18:59	141	\$2,005.61
9	Friday	1035	23:00-23:59	141	\$4,571.03
10	Saturday	1079	19:00-19:59	133	\$5,898.13
11	Sunday	686	00:00-00:59	167	\$3,491.59
12	Monday	633	14:00-14:59	102	\$1,933.64
13	Tuesday	752	14:00-14:59	134	\$2,401.87
14	Wednesday	962	15:00-15:59	163	\$3,180.37
15	Thursday	804	17:00-17:59	132	\$2,224.77
16	Friday	1056	16:00-16:59	141	\$4,730.84
17	Saturday	1138	15:00-15:59	160	\$6,464.49
18	Sunday	732	00:00-00:59	131	\$3,814.02
19	Monday	637	14:00-14:59	111	\$1,979.44
20	Tuesday	601	17:00-17:59	95	\$1,657.94
21	Wednesday	329	16:00-16:59	117	\$1,742.06
22	Thursday	778	16:00-16:59	112	\$2,138.32
23	Friday	1081	17:00-17:59	146	\$4,692.52
24	Saturday	1098	17:00-17:59	150	\$5,537.38
25	Sunday	608	00:00-00:59	113	\$2,571.03
26	Monday	753	18:00-18:59	108	\$1,986.92
27	Tuesday	732	18:00-18:59	128	\$2,078.50
28	Wednesday	651	18:00-18:59	118	\$6,252.34
29	Thursday	654	17:00-17:59	123	\$2,091.59
30	Friday	887	14:00-14:59	145	\$4,205.61
	TOTAL	23,522			\$99,256.55
	MONTHLY PERM			•	\$40,900.00 \$24,275.25
	TOTAL NET REV	'ENUE			\$164,431.80

Note: Garage contract awarded effective June 9, 2003.

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#### CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 42nd Street Garage - 8A

June 2006

LOCATION	ACCOUNTING CODE	2005	2006	Increase/ (Decrease)	Percent of Increase/	Revenue/ Expense
	-	June	June	(Decrease)	(Decrease)	Per Space
42nd St. Garage - 8A				-		
Azila oti Garago ort						
Revenue						
Revenue-Ticket	480-8000-344531	2,909.35	3,107.72	198.37		
Revenue-Monthly Permits	480-8000-344595	25,860.00	24,660.00	(1,200.00)		
	<b>42nd Street Garage- 8A REVENUE</b> (Sales Tax Excluded)	28,769.35	27,767.72	(1,001.63)	-3.48%	\$44.79
Expenses						
Security Personnel		8,043.84	5,479.27	(2,564.57) (1	).	
Attendant/Cashier Labor		4,404.76	4,383.11	(21.65) (2		
FP&L		1,861.10	2,493.03	631.93 (3		
Revenue Control Equipment	Maintenance	0.00	1,891.66	1,891.66 (4	).	
Elevator Maintenance		430.00	430.00	0.00		
Landscape Maintenance		0.00	0.00	0.00		
Garage Cleaning/Maintenance	e.	3,392.00	3,392.00	0.00		
	42nd St. Garage - 8A EXPENSES	18,131.70	18,069.07	(62.63)	-0.35%	\$29.14
	42nd St. Garage PROFIT/(LOSS)	10,637.65	9,698.65	(939.00)	-8.83%	\$15.64
				Nu	mber of Spaces	620

#### Notes:

The primary users of this facility are monthly parkers engaged in local business.

- (1). June 2005 Security Personnel figure consist of 672.00 total hours. While June 2006 Security Personnel figure consist of 457.75 total hours.
- (2). June 2005 Attendant/Cashier Labor figure consists of 305.25 total labor hours. While June 2006 Attendant/Cashier Labor figure consists of 303.75 labor hours.
- (3). June 2006 FP&L energy usage increased by 108 KWH (from 800 KWH to 828 KWH) in comparison to June 2005, and there was also an increase in FP&L rates.

## City of Miami Beach Parking Department Daily Revenue Reports 42nd Street Garage - 8A

June-06

		Total	Daily
Date	Day	Vehicle	Ticket
		Entries	Revenue
1	Thrusday	0	174.77
2	Friday	0	106.54
3	Saturday	0	-
4	Sunday	0	-
5	Monday	0	185.05
6	Tuesday	0	153.27
7	Wednesday	0	203.74
8	Thursday	0	157.01
9	Friday	0	114.95
10	Saturday	0	4.67
11	Sunday	0	-
12	Monday	0	134.58
13	Tuesday	0	178.50
14	Wednesday	0	132.71
15	Thursday	0	7.48
16	Friday	0	226.17
17	Saturday	0	-
18	Sunday	0	-
19	Monday	0	136.45
20	Tuesday	0	115.89
21	Wednesday	0	170.09
22	Thursday	0	102.80
23	Friday	0	129.21
24	Saturday	0	11.21
25	Sunday	0	-
26	Monday	0	88.79
27	Tuesday	0	157.01
28	Wednesday	0	183.18
29	Thursday	0	117.76
30	Friday	0	115.89
	TOTAL	15,362	3,107.72
	MON	THLY PERMIT REVENUE	\$24,660.00
	TOTA	AL NET REVENUE	\$27,767.72

Note: The Total Amount for Vehicle Entries is the average between years 2003/2004/2005.

# CITY OF MIAMI BEACH PARKING DEPARTMENT ELECTRONIC METER REVENUE COMPARISON June 2006

		June 200	00			
LOCATION	ACCOUNTING CODE	2006 June # of Spaces	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
IX - (Washington - 4th & Lincoln) - On Street	480-8000-344501	291	26,272.19	\$54,986.76	28,714.57	109.30%
A - (1st Street & Ocean Dr.) - Off Street	480-8000-344502	. 62	3,135.07	3,711.13 12,364.47		
A - (1st Street & Ocean Dr.) - Attended Total	480-8000-344502 _	62	7,247.67 10,382.74	16,075.60	5,692.86	54.839
B - (78 Washington Avenue) - Off Street	480-8000-344617	12	702.66	354.29	(348.37)	-49.58°
X - (Washington - 5th & Lincoln) - On Street	480-8000-344503	370	41,260.22	52,719.08	11,458.86	27.779
B - (6/7 & Meridian) - Off Street	480-8000-344505	25	264.34	397.79	133.45	50.489
X - (Collins & Euclid Ave.) On Street	480-8000-344507	68	6,115.87	8,673.44	2,557.57	41.829
X - (Alton 7th St Dade Blvd.) - On Street	480-8000-344509	491	95,664.69	104,452.07	8,787.38	9.199
B - (Alton & 20th StPurdy-Dade Blvd.) - On Street	480-8000-344511	213	17,542.04	12,302.15	(5,239.89)	-29.87
.C - (West Ave & 17th St. ) - Off Street	480-8000-344512	66	13,591.09	9,736.35	(3,854.74)	-28.36%
D - (West Ave & Lincoln Rd. ) - Off Street	480-8000-344513	30	4,251.01	2,879.87	(1,371.14)	-32.259
C - (Convention Ctr. Dr. & 17th Street) - Off Street	480-8000-344517	85	2,202.48	2,995.24		
iC - (Convention Ctr. Dr. & 17th Street) - Attended Total	480-8000-344517	0 85	18.69 2,221.17	0.00 2,995.24	774.07	34.85
F - (Meridian Ave & 18th Street) - Off Street	480-8000-344519	97	149.87	549.05		
F - (Meridian Ave & 18th Street) - Attended Total	480-8000-344519	0 97	0.00 149.87	0.00 549.05	399,18	266.35
H - (19th Street & Meridian Ave) - Off Street	480-8000-344521	27	950.45	1,454.19	503.74	200.00
M - (17th & Meridian Ave) - Off Street	480-8000-344506	27	237.62	1,930.49	555.74	0.009
M - (17th & Meridian Ave) - Attended	480-8000-344506		0.00	0.00 1,930.49	4 600 87	
O. (O.W.)	400 0000 044500		237.62	·	1,692.87	712.439
X - (Collins - 20th to 24th St) - On Street	480-8000-344522	236	22,883.95	19,968.22	(2,915.73)	-12.74
A - (22nd Street & Park) - Off Street	480-8000-344523	14	415.37	646.09	230.72	55.55
B - (Collins Ave & 21st Street) - Off Street B - (Collins Ave & 21st Street) - Attended	480-8000-344524 480-8000-344524	190 0	16,044.50 000_	13,006.85 0.00		
Total		190	16,044.50	13,006.85	(3,037.65)	-18.93
X - (Ocean - Biscayne - 15th St) - On Street	480-8000-344525	442	71,757.56	73,021.29	1,263.73	1.769
A - (Collins Ave, 4th to 15th St) - On Street	480-8000-344526	591	124,828.54	106,478.65	(18,349.89)	-14.709
C - (Collins Ave & 6th St) - Off Street C - (Collins Ave & 6th St) - Attended	480-8000-344528 480-8000-344528	14 0	187.01 0.00	402.29 0.00		
Total		14	187.01	402.29	215.28	115.12
X - (Pinetree-Alton - 40th to 42nd St) - On Street	480-8000-344530	386	16,321.78	17,509.40	1,187.62	7.28
A - (42nd Street Garage) - Off Street Meters	480-8000-344531	11	286.14	415.06	128.92	45.05
B - (42nd Street & Royal Palm) - Off Street	480-8000-344532	173	2,203.15	3,259.01		
B - (42nd Street & Royal Paim) - Attended Total	480-8000-344532 _	0 173	2,203.15	3,259.01	1,055.86	47.93
C - (40/41 Street & Chase) - Off Street	480-8000-344533	88	1,348.37	1,643.01	294.64	21.85
O - (47th Street & Pinetree) - Off Street	480-8000-344534	16	169.17	86.51	(82.66)	-48.86
E - (41st Street & Alton) - Off Street	480-8000-344535	40	2,615.05	1,946.06	(668.99)	-25.58
- (41st Street & Jefferson) - Off Street	480-8000-344536	30	349.61	332.16	(17.45)	-4.99
X - (Collins - 64th to 79th St) - On Street	480-8000-344537	527	37,320.01	36,154.94	(1,165.07)	-3.12
A - (Harding & 71st St) - Off Street	480-8000-344538	48	2,276.27	1,657.48	(618.79)	-27.18
B - (72nd St. & Collins) - Off Street	480-8000-344539	o	8,572.81	11,294.77		
B - (72nd St. & Collins) - Attended Total	480-8000-344539	0	0.00 8,572.81	0.00	2,721.96	31.75%
C (Carlyle & 71st St) - Off Street	480-8000-344540	14	87.25	37.37		
- Carry on onour	100 0000-04-1040	14	07.20	31.31	(49.88)	-57.179

## CITY OF MIAMI BEACH PARKING DEPARTMENT

## ELECTRONIC METER REVENUE COMPARISON

June 2006

LOCATION	ACCOUNTING CODE	2006 June # of Spaces	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
BD - (Collins & 76th St) - Off Street	480-8000-344541	33	731.36	1,402.72	671.36	91.80%
9E - (71st St. & Harding) - Off Street	480-8000-344542	31	804.51	417.59	(386.92)	-48.09%
OF - (75th & Collins ) - Off Street	480-8000-344543	106	4,650.36	4,198.91	(451.45)	-9.71%
10A - (Lincoln Lane & Lenox) - Off Street	480-8000-344544	70	0.00	14,223.21	14,223.21	#DIV/0!
IOB - (Lincoln Lane & Michigan) - Lease	480-8000-344545	0	14,583.34	14,583.34		
0B - (Lincoln Lane & Michigan) - Attended	480-8000-344545	0	0.00 14,583.34	0.00 14,583.34	0.00	0.00%
Total				,		
0C - (Lincoln Lane & Meridian) - Off Street	480-8000-344546	141	32,504.90	33,245.42	740.52	2.28%
0D - (Lincoln Lane & Jefferson - W) - Off Street	480-8000-344547	62	7,279.35	7,879.78	600.43	8.25%
0E - (Lincoln Lane & Jefferson - E) - Off Street	480-8000-344548	19	8,982.84	8,097.74	(885.10)	-9.85%
0F - (Lincoln Lane & Euclid) - Off Street	480-8000-344549	36	6,961.72	8,048.84	1,087.12	15.62%
10G - (Lincoln Lane & Michigan) - Off Street	480-8000-344550	21	3,749.07	3,943.34	194.27	5.18%
11X - (Collins & 11th Street) - Off Street	480-8000-344551	0	0.00	0.00		
1X - (Collins & 11th Street) - Attended Total	480-8000-344551 _	0	0.00	0.00	0.00	-
12X - (Washington & 9th Street) - Off Street	480-8000-344552	23	3,146.03	3,331.05		
2X - (Washington & 9th Street) - Attended	480-8000-344552	0	0.00	0.00	- 405.00	F 000/
Total		23	3,146.03	3,331.05	185.02	5.88%
3X - (Washington & 10th Street) - Off Street	480-8000-344553 480-8000-344553	33 0	5,660.40 0.00	5,705.57 0.00		
I3X - (Washington & 10th Street) - Attended Total	480-8000-344555	33	5,660.40	5,705.57	45.17	0.80%
5X - (16th to 18th East of Collins) - On Street	480-8000-344556	43	13,343.64	17,455.39	4,111.75	30.81%
5A - (Washington, 17th to 20th) - On Street	480-8000-344557	91	13,967.53	14,504.26	536.73	3.84%
5B - (Convention Center Drive) - On Street	480-8000-344558	46	3,031.78	3,704.01	672.23	22.17%
16X - (25th to 32nd, E of Collins) - On Street	480-8000-344559	78	6,318.62	5,828.82	(489.80)	-7.75%
6A - (35th to 43rd, E of Collins) - On Street	480-8000-344560	117	9,033.57	5,262.54	(3,771.03)	-41.74%
6B - (Indian Crk Dr, 27th to 32nd) - On Street	480-8000-344561	219	4,182.83	4,651.31	468.48	11.20%
16C - ( Indian Crk - 33rd to 43rd) - On Street	480-8000-344562	230	12,205.58	11,490.36	(715.22)	-5.86%
16D - (Collins Ave & 34th St) - Off Street	480-8000-344563	64	3,781.25	3,139.82		
16D - (Collins Ave & 34th St) - Attended Total	480-8000-344563	<i>0</i> 64		0.00 3,139.82	(641.43)	-16.96%
				·	(041.43)	-10.3070
16E - (Collins Ave & 35th St) - Off Street 16E - (Collins Ave & 35th St) - Attended	480-8000-344564 480-8000-344564	72 0	3,892.27 0.00	3,616.50 0.00		
Total	400-0000-044004	72		3,616.50	(275,77)	<b>-7</b> .09%
17X - (Collins & 13th Street) - Off Street	480-8000-344565	54	4,232.43	6,477.13		
17X - (Collins & 13th Street) - Attended	480-8000-344565	0	8,755.13	9,757.00	- 001057	05.00%
Total		54	12,987.56	16,234.13	3,246.57	25.00%
18X - (Indian Crk & 65th St) - Off Street	480-8000-344567	53	379.08	289.71	(89.37)	-23.58%
18A - (Collins & 64th St) - Off Street 18A - (Collins & 64th St) - Attended	480-8000-344568 480-8000-344568	67 0	4,154.23 0.00	3,054.03 0.00		
Total	_	67	4,154.23	3,054.03	(1,100.20)	-26.48%
19X - (Collins & 46th Street) - Off Street	480-8000-344569	449	13,364.13	24,833.14		
19X - (Collins & 46th Street) - Attended Total	480-8000-344569	0 449	9,822.42 23,186.55	0.00 24,833.14	1,646.59	7.10%
	490 9000 244570				,	
19A - (Collins & 46th Street) - On Street	480-8000-344570	19	498.90	454.51	(44.39)	-8.90%

# CITY OF MIAMI BEACH PARKING DEPARTMENT ELECTRONIC METER REVENUE COMPARISON June 2006

LOCATION	ACCOUNTING CODE	2006 June # of Spaces	2005 June	2006 June	Increase/ (Decrease)	Percent of Increase/ (Decrease)
9B - (Collins & 53rd Street) - Off Street	480-8000-344571	158	2,090.62	5,268.12		
9B - (Collins & 53rd Street) - Attended Total	480-8000-344571	0 158	2,090.62	5,268.12	3,177.50	151.99
0X - (Collins Ave & 27th St) - Off Street	480-8000-344572	121	4,631.51	4,086.19		
0X - (Collins Ave & 27th St) - Attended Total	480-8000-344572	0 121	4,631.51	0.00 4,086.19	(545.32)	-11.77
2X - (Carlyle & 72nd St ) - Off Street	480-8000-344574	45	602.29	345.76	(256.53)	
3X - (83rd & Abbott) - Off Street	480-8000-344575	25	146.05	128.79	(17.26)	-11.82
4X - (Normandy Isle & Bay Dr) - On Street	480-8000-344576	102	6,972.43	4,356.59	(2,615.84)	-37.52
4A - (Normandy Isle & Bay Dr) - Off Street	480-8000-344577	26	743.58	531.14	(212.44)	-28.57
4B - (Normandy Isle & Vendome) - Off Street	480-8000-344578	22	0.00	0.44	0.44	#DIV/
4C - (Normandy Isle & Bay Rd S/S) - Off Street	480-8000-344579	33	988.22	713.19	(275.03)	-27.83
5X - (Bonita Drive & 71st St) - Off Street	480-8000-344580	15	614.39	367.55	(246.84)	-40.18
26X - (Collins, 79th to 87th Terr) - On Street	480-8000-344581	283	5,622.11	5,507.23	(114.88)	-2.04
6Z - (Collins & 87th Street) - Off Street	480-8000-344616	15	379.00	372.70	(6.30)	
0X - (Lincoln Lane & Lenox) - Off Street	480-8000-344582	99	21,814.29	21,702.79		
OX - (Lincoln Lane & Lenox - Attended Total	480-8000-344582	99		0.00 21,702.79	(111.50)	-0.51
6A - (Collins & 80th Street) - Off Street	480-8000-344584	62	1,778.14	1,546.98		
6A - (Collins & 80th Street) - Attended	480-8000-344584	0 62	1,778.14	0.00 1,546.98	(231.16)	-13.00
6B - (Collins & 84th Street) - Off Street	480-8000-344585	62	1,578.15	1,213.74	(364.41)	-23.09
E (Purdy & 18th Street) - Off Street	480-8000-344586	39	4,930.94	4,046.87		
E (Purdy & 18th Street) - Attended Total	480-8000-344586	0 39	2,352.33 7,283.27	0.00 4 <b>,</b> 046.87	(3,236.40)	-44.44
G - (40th Street & Royal Palm) - Off Street	480-8000-344592	43	2,095.68	2,319.58	223.90	10.68
H - (40th Street & Prairie) - Off Street	480-8000-344594	71	2,294.10	3,483.17	1,189.07	51.83
6C - (Collins & 79th Street) - Off Street	480-8000-344600	34	694.23	421.45	(272.78)	-39.29
6D - (Collins & 83rd Street) - Off Street	480-8000-344601	95	624.97	716.47	91.50	14.64
SLSP00 - (South Point Lot) - Off Street	480-8000-344602	215	8,051.45	9,840.62		
SLSP00 - (South Point Lot) - Attended Total	480-8000-344602	0 215	5,267.28 13,318.73	7,153.27 16,993.89	- 3,675.16	27.59
th & Alton Lot - Off Street	480-8000-344604	- 21	1,080.56	1,050.58	(29.98)	-2.77
A - 1833 Bay Road - Off Street	480-8000-344608	0	0.00	0.00	0.00	
D - 10-11th & Collins (Lease)	480-8000-344529	0	3,500.00	3,500.00	0.00	0.00
0H - (Lincoln Rd. So. & Lenox) - Off Street	480-8000-344611	0	0.00	0.00	0.00	
4A - 16th Street & Washington (Lease)	480-8000-344555	0	14,583.33	14,583.33	0.00	0.00
250 - (24th Street & Flamingo Drive) - Off Street	480-8000-344619	23	0.00	0.00	0.00	
P51 - (23rd Street & Liberty Avenue East) - Off Street	480-8000-344620	20	2,424.13	1,256.95		
°51 - (23rd Street & Liberty Avenue East) - Attended Total	480-8000-344620	0		0.00 1,256.95	(1,167.18)	-48.15
252 - (23rd Street & Liberty Avenue West) - Off Street	480-8000-344620	35	2,401.56	878.97		
P52 - (23rd Street & Liberty Avenue West) - Attended Total	480-8000-344620	0	<u>0.00</u> 2,401.56	0.00 878.97	(1,522.59)	-63,40
285 - (71st Street & Byron) - Off Street	480-8000-344618	o	303.77	256.52	ŕ	
P85 - (71st Street & Byron) - Attended Total	480-8000-344618	0	<u>0.00</u> 303.77	0.00 256.52	- (47.25)	-15.55
					• •	

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#### CITY OF MIAMI BEACH PARKING DEPARTMENT DEBIT CARD REVENUE June 2006

VENDOR	# of CARDS \$25	# of CARDS with 10% Discount \$22.50	MACHINE SALES \$ Amount	REFUNDS \$ Amount	TOTAL
BAY SUPERMARKET					
BEACH BANK					\$0.00
CHAMBER OF COMMERCE					\$0.00
FINANCE DEPARTMENT	18	30			\$1,125.00
LEE ANN DRUGS					\$0.00
PARKING DEPT Customer Service	172	62			\$5,695.00
PARKING DEPT Garages					\$0.00
PUBLIX SUPERMARKET		1,320			\$29,700.00
PARKING MACHINE - Cash			\$830.00		\$830.00
PARKING MACHINE - Credit Cards			\$1,105.00		\$1,105.00
TOTAL # OF CARDS	190	1,412			1,602
TOTAL \$ AMOUNT	\$4,750.00	\$31,770.00	\$1,935.00	\$0.00	\$38,455.00

# CITY OF MIAMI BEACH PARKING DEPARTMENT DEBIT CARD REVENUE-YEAR TO DATE June 2006

VENDOR	# of CARDS	# of CARDS with 10% Discount	MACHINE SALES	REFUNDS	TOTAL
	\$25	\$22.50	\$ Amount	\$ Amount	
BAY SUPERMARKET	1	0			\$25.00
BEACH BANK	0	0		T.	\$0.00
CHAMBER OF COMMERCE	0	30			\$675.00
FINANCE DEPARTMENT	342	340			\$16,200.00
LEE ANN DRUGS	0	105			\$2,362.50
PARKING DEPT Customer Service	1,440	962			\$57,645.00
PARKING DEPT Garages	0	0			\$0.00
PUBLIX SUPERMARKET	0	12,930			\$290,925.00
PARKING MACHINE - Cash		0	\$10,965.00		\$10,965.00
PARKING MACHINE - Credit Cards		0	\$10,567.50		\$10,567.50
WOLFSONIAN	0	9			\$202.50
TOTAL # OF CARDS	1,783	14,376			16,159
TOTAL \$ AMOUNT	\$44,575.00	\$323,460.00	\$21,532.50	\$0.00	\$389,567.50

CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 17th Street Garage - 2G	t NT EMENT					i								
LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
17th Street Garage - 2G Revenue-Ticket	480-8000-344583	130,214.87	179,247.67	178,198.14	193,803.56	227,747.35	218,161.95	195,358.24	206,806.81	159,182.90				
Revenue - Space Rental	480-8000-344583	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00				
Revenue-Monthly Permits	480-8000-344514	62,700.00	62,340.00	62,880.00	63,240.00	61,680.00	61,200.00	61,200.00	60,960.00	60,840.00				
	17th St 2G REVENUE (Sales Tax Excluded)	200,714.87	249,387.67	248,878.14	264,843.56	297,227.35	287,161.95	264,358.24	275,566.81	227,822.90	0.00	0.00	00.00	0.00
Expenses Security Personnel Attendant/Cashier Labor FP&L Revenue Control Equipment Maintanance Armed Guard Revenue Pickup Elevator Maintenance Landscape and Lot Maintenance	Maintanance pp nce	14,788.93 44,711.75 6,460.59 3,736.81 425.00 425.00	15,222,85 69,908.72 7,194.47 1,891.66 425.00 425.00	18,906,79 58,162.61 7,169,17 5,348,65 433.00 425.00	15,602.90 75,593.30 8,179.60 4,663.13 433.00 425.00	15,154.02 80,111.74 8,572.18 1,891.66 433.00 425.00	15,207.59 64,746.08 8,112.99 2,351.01 433.00 9,933.00	18,942.52 74,692.96 8,081.22 1,891.66 1,640.19	15,674,71 63,546.10 8,531.59 2,957.66 433.00 9,933.00	15,390.44 58,317.10 9,561.98 2,216.66 433.00 731.00				
Garage Cleaning/Maintenance	ce 17th St 2G EXPENSES	10,820.00 81,484.41	10,820.00 106,004.03	10,820.00	10,820.00 115,825.26	10,820.00 117,515.93	111,712.00	116,609.88	112,004.39	97,578.51	0.00	00:0	00:00	0.00
	17th St. PROFIT/(LOSS)	119,230.46	143,383.64	147,504.59	149,018.30	179,711.42	175,449.95	147,748.36	163,562.42	130,244.39	0.00	0.00	0.00	0.00
LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Garage - 2G		!				1				440.000.78	200	04 040	127 200 08	1 840 732 31

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
17th Street Garade - 2G														
Revenue-Ticket	480-8000-344583	147,297.18	172,645.81	160,111.23	180,829.02	213,845.81	180,743.49	161,564.57	148,141.13	119,202.78	131,541.92	97,410.29	127,399.08	1,840,732.31
Revenue - Space Rental	480-8000-344583	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	75,600.00
Revenue-Monthly Permits	480-8000-344514	55,980.00	57,120.00	56,460.00	56,160.00	57,720.00	59,040.00	60,780.00	61,920.00	63,000.00	61,020.00	63,180.00	63,420.00	715,800.00
	17th St 2G REVENUE (Sales Tax Excluded)	209,577.18	236,065.81	222,871.23	243,289.02	277,865.81	246,083.49	228,644.57	216,361.13	188,502.78	198,861.92	166,890.29	197,119.08	2,632,132.31
Expenses Security Personnel		21.092.12	15.849.77	15.852.84	19.941.82	15.941.80	15,727.08	18,236.29	20,387.91	21,022.22	22,012.84	17,156.01	12,134.59	215,355.29
Attendant/Cashier Labor		41,006.44	51,214.30	44,920.57	80,488.29	85,524.18	58,522.20	73,433.44	60,528.58	60,155.94	49,383.58	59,430.67	66,455.65	731,063.84
FP&L		6,473.39	5,949.62	6,369.53	6,892.30	6,892.30	4,850.13	5,921.79	6,011.85	7,618.41	6,579.41	6,220.59	6,273.08	76,052.40
Revenue Control Equipment Maintanance	Aaintanance	1,666.67	4,551.67	2,101.67	1,666.67	1,666.67	1,666.67	1,666.67	3,999.99	3,999.99	2,133.33	1,891.66	4,465.11	31,476.77
Armed Guard Revenue Pickup	•	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		483.60	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	833.00	687.06	2,228.92	7,632.58
Landscape and Lot Maintenance	ice	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	108.33	919.33	333.33	108.33	2,335.96
Garage Cleaning/Maintenance	e	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	10,820.00	129,840.00
	17th St 2G EXPENSES	82,070.55	89,338,69	81,017.94	120,762.41	121,798.28	92,539.41	111,031.52	102,701.66	104,569.89	93,114.49	96,972.32	102,918.68	1,198,835.84
	17th St. PROFIT/(LOSS)	127,506.63	146,727.12	141,853.29	122,526.61	156,067.53	153,544.08	117,613.05	113,659.47	83,932,89	105,747.43	69,917.97	94,200.40	1,433,296.47

CITY OF MIAMI BEACH PARKING DEPARTMENT PROFIT & LOSS STATEMENT 7th Street Garage - 1G

LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
7th Street Garage - 1G Revenue-Ticket	142-8000-344404	112,167.52	132,568.21	134,431.00	161,848.57	150,351.00	223,466.36	174,912.12	154,784.12	10,184.10				1,254,713.00
Revenue-Monthly Permits	142-8000-344404	16,425.00	16,125.00	16,125.00	16,125.00	16,125.00	16,275.00	16,575.00	16,575.00	16,425.00				146,775.00
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	128,592.52	148,693.21	150,556.00	177,973.57	166,476.00	239,741.36	191,487.12	171,359.12	26,609.10	0.00	0.00	0.00	1,401,488.00
Expenses Security Attendant/Cashier Labor Landscape Maintenance FP&L Garage Cleaning/Maintenance Amed Guard Revenue Pickup Elevator Maintenance Suveillance System Maintenance	Maintenance ce cub community of the Maintenance up up annoe 16 EXPENSES 7th St. Garage -16 EXPENSES	19,639,79 20,047,31 1,204,67 3,233,98 775,00 9,242,00 433,00 2,045,17 611,44	20,444.76 23,464.08 1,080.67 2,604.78 775.00 9,242.00 4,33.00 1,065.17 11.41	25,092.86 23,499.34 1,063.67 2,893.17 775.00 9,242.00 4,33.00 1,065.17 64,675.62	21,159.97 30,058.94 918.68 3,429.16 886.55 9,242.00 3,141.17 611.41 69,880.38	20,803.87 23,505.70 918.67 3,376.34 1,310.75 9,242.00 1,065.17 611.41	23,688.63 24,197.05 918.67 3,101.55 978.35 9,242.00 433.00 1,065.17 611.41	39,955.87 29,445.71 918.67 3,254.71 940.00 9,242.00 433.00 1,086.17 611.41 85,886.54	35,523.97 23,725.72 918.67 3,420.34 775.00 9,242.00 1,065.17 611.41 75,715.28	34,090.56 23,607.53 27,77.67 3,860.70 1,289.50 9,242.00 433.00 1,284.67 611.41	000	000	800	240,400.28 221,551.38 35,156.48 29,294.73 8,516.15 83,178.00 3,897.00 12,842.03 5,502.69
	7th St 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St 1G PROFIT/(LOSS)	11,860.19	29,472.34	26,380.38	48,592.69	45,709.09	116,004.53	46,120.58	36,143.84	-135,192.94	-59,500.00	-59,500.00	(59,500.00)	46,590.70
LOCATION	ACCOUNTING CODE	2004 October	2004 Notember	2004 Documbor	2005	2005 Esbriany	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
7th Street Garage - 1G	NALL DE COORDE CALL	000000000000000000000000000000000000000	900	70 300 904	150 050 04	777	76 003 760	480 803 73	167 243 46	130 258 87	104 785 25	160 609 33	135 156 09	1.905.694.49
Revenue-Monthly Permits	142-8000-344404	13,650.00	13,800.00	13,800.00	13,800.00	16,425.00	15,675.00	15,675.00	15,900.00	15,958.50	16,050.00	16,050.00	16,050.00	182,833.50
	7th Street Garage - 1G REVENUE (Sales Tax Excluded)	169,450.01	142,121.49	139,885.97	166,652.34	163,593.61	233,284.34	205,478.73	183,143.46	146,217.37	210,835.25	176,659.33	151,206.09	2,088,527.99
Expenses Security Attendant/Cashier Labor Landscape Maintenance FP& Revenue Control Equipment Maintenance Garage Cleaning/Maintenance Amed Guard Revenue Pickup Elevator Maintenance Surveillance System Maintenance	Maintenance oe oe up name name Tth St. Garage - 1G EXPENSES	27,049,21 17,782,75 1,605,67 3,067,37 880,15 9,242,00 420,00 1,065,17 61,703,73	21,202.56 17,406.81 918.67 3,067.37 700.00 9,242.00 420.00 1,065.17 611,18	20.947.96 17,511.32 2,417.67 2,452.54 700.00 9,242.00 1,085.17 611.41	28,251.69 27,564.05 1,546.42 2,706.35 700.00 9,242.00 420.00 1,410.17 611.41	21,135.07 23,751.16 1,178.67 2,288.41 700.00 9,242.00 420.00 1,065.17 960,710.89	21,113.61 24,658.06 918.67 2,688.87 700.00 9,242.00 1,065.17 611,417.79	23,472.50 29,921.42 918.67 2,739.59 700.00 9,242.00 1,065.17 611.41	21,381,41 24,134,11 21,32,53 2,732,53 3,516,66 9,242,00 420,00 1,065,17 611,41 64,021,96	21,746.50 23,796.14 918.67 3,216.31 3,516.86 9,242.00 420.00 1,065.17 611.41 64,532.86	26,274.22 23,843.16 1,036.67 3,053.15 1,660.00 9,242.00 433.00 1,065.17 611.41	22,345.01 28,979.82 15,887.67 2,873.21 775.00 9,242.00 433.00 1,065.17 611.41	19,475.19 28,701.50 918.67 2,879.55 3,453.36 9,242.00 433.00 2,162.97 611.41 67,968.04	274,394,93 288,140,70 28,842,79 33,804,25 17,971,82 110,904,00 5,079,90 14,224,84 7,675,92 781,080,25
	7th St 1G Estimated Debt Service	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	59,500.00	714,000.00
	7th St 16 PROFIT/(LOSS)	48,246.28	27,987.50	25,017.90	34,701.25	43,322.72	112,366.55	76,887.97	59,621.50	22,184.51	84,126.47	35,247.04	23,738.05	593,447.74

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
17th Street Lots - 5A East and We
LOCATION

				9000									
ACCOUNTING CODE	2005 October	2005 November	2005 December	January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 F September	FY 2005/2006 TOTAL
480-8000-344515	120,398.09	148,679.68	165,473.30	170,430.45	135,573.96	190,657.31	178,026.75	213,042.39	200,221.74				
480-8000-344515	0.00	0.00	0.00	00.00	0.00	0.00	0.00	0.00	0.00				
480-8000-344596	18,960.00	18,660.00	18,540.00	18,660.00	18,780.00	18,600.00	18,060.00	18,660.00	19,140.00				
17th Lots - 5A REVENUE (Sales Tax Excluded)	139,358.09	167,339.68	184,013.30	189,090.45	154,353.96	209,257.31	196,086.75	231,702.39	219,361.74	0.00	0.00	0.00	0.00
	861.84 27,063.49 1,891.66 502.67 391.48	861.84 36,626.94 1,891.66 502.67 391.48	1,077.12 34,058.41 2,367.05 502.67 391.48	861.84 43,181.78 1,891.66 1,727.67 391.48	861.84 36,309.50 1,891.66 502.67 391.48	861.84 34,924.22 1,891.66 502.67 391.48	1,077.30 43,571.40 1,891.66 502.67 391.48	861.84 36,915.56 1,891.66 502.67 391,48	861.84 32,799.40 1,891.66 502.67 391.48				
17th Lots - 5A EXPENSES	30,711.14	40,274.59	38,396.73	48,054.43	39,957.15	38,571.87	47,434.51	40,563.21	36,447.05	0.00	0.00	00.00	0.00
17th Lots PROFIT/(LOSS)	108,646.95	127,065.09	145,616.57	141,036.02	114,396.81	170,685.44	148,652.24	191,139.18	191,139.18 · 182,914.69	00:00	0.00	0.00	0.00
ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 F September	FY 2004/2005 TOTAL
480-8000-344515	147,540.55	134,285.03	144,999.03	157,629.02	132,532.73	164,732.73	157,110.23	156,538.30	135,651.39	154,960.57	137,957.29	132,094.40	1,756,031.27
480-8000-344515	0.00	0.00	00.00	0.00	0.00	0.00	00.00	0.00	0.00	0.00	00:00	0.00	0.00
480-8000-344596	18,300.00	17,820.00	16,920.00	16,980.00	16,860.00	16,740.00	17,280.00	17,580.00	17,820.00	17,460.00	17,820.00	18,120.00	209,700.00
<b>17th Lots - 5A REVENUE</b> (Sales Tax Excluded)	165,840.55	152,105.03	161,919.03	174,609.02	149,392.73	181,472.73	174,390.23	174,118.30	153,471.39	172,420.57	155,777.29	150,214.40	1,965,731.27
	1,079.76 20,954.86 1,666.67 502.67	975.47 23,786.82 1,666.67 502.67 391.48	751.54 21,613.21 1,666.67 502.67 391.48	1,116.57 39,939.99 1,666.67 502.67	868.11 34,545.43 1,666.67 502.67	880.37 32,853.50 1,666.67 502.67	766.87 40,220.02 1,666.67 502.67	861.84 31,378.04 3,999.99 502.67	861.84 31,915.58 3,999.99 502.67	1,077.30 27,709.22 2,133.33 502.67	861.84 35,303.01 2,611.66 502.67	8,001.95 39,783.53 1,891.66 502.67	18,103.46 380,003.21 26,303.32 6,032.04 4 697.76
17th Lots - 5A EXPENSES	24,595.44	27,323.11	24,925.57	43,617.38	37,974.36	36,294.69	43,547.71	37,134.02	37,671.56	31,814.00	39,670.66	50,571.29	435,139.79
17th Lots PROFIT/(LOSS)	141,245.11	124,781.92	136,993.46	130,991.64	111,418.37	145,178.04	130,842.52	136,984.28	115,799.83	140,606.57	116,106.63	99,643.11	99,643.11 1,530,591.48
NTING 1-344 1-344 1-344 1-56 1-56	3 CODE 515 515 696 696 cluded) A REVENUE	I   I	2004 2004 October Novemt  147,540.55 134,26 0.00 18,300.00 17,82 165,840.55 152,10 1,079,76 97 20,954.86 23,78 1,666.67 1,66 502,954.86 23,78 1,666.67 1,66 502,954.86 23,78 1,141,245.11 124,78	2004 October         2004 November         20           147,540.55         134,285.03         144           0.00         0.00         16           18,300.00         17,820.00         16           165,840.55         152,105.03         161           1,079.76         23,786.82         21,166.67           20,954.86         23,786.82         21,166.67           1,666.67         1,666.67         1,866.67           391.48         391.48         391.48           24,595.44         27,323.11         24,141,245.11           141,245.11         124,781.92         136,	2004 October         2004 November         2004 December         2004 Janus           October         November         December         Janus           147,540.55         134,285.03         144,999.03         157,62           0.00         0.00         0.00         16,920.00         16,98           18,300.00         17,820.00         16,920.00         16,98           165,840.55         152,105.03         161,919.03         174,60           1,079.76         975,47         751.54         1,11           20,954.86         23,786.82         21,613.21         39,93           1,666.67         1,666.67         1,666.67         1,68           502.67         502.67         50           391.48         391.48         391.48           24,595.47         27,323.11         24,925.57         43,61           141,245.11         124,781.92         136,993.46         130,99	2004         2004         2004         2005         2005           October         November         December         January         February           147,540.55         134,285.03         144,999.03         157,629.02         132,532.73           0.00         0.00         0.00         0.00         0.00           18,300.00         17,820.00         16,980.00         16,860.00           165,840.55         152,105.03         161,919.03         174,609.02         149,392.73           1,079.76         23,786.82         21,613.21         39,399.99         34,545.43           1,666.67         1,666.67         1,666.67         1,666.67         1,666.67           391.48         391.48         391.48         391.48           391.48         27,323.11         24,925.57         43,617.38         37,974.36           141,245.11         124,781.92         136,993.46         114,1837	2004         2004         2004         2005         2005           October         November         December         January         February           147,540.55         134,285.03         144,999.03         157,629.02         132,532.73         1           18,300.00         0.00         0.00         0.00         0.00         0.00           18,300.00         17,820.00         16,920.00         16,980.00         16,860.00           165,840.55         152,105.03         161,919.03         174,609.02         149,392.73         1           1,079.76         975.47         751.54         1,116.57         868.11         868.11         20,954.86         34,545.43         1,666.67         502.67         502.67         502.67         502.67         502.67         502.67         391.48         391.48         391.48         391.48         391.48         391.48         391.48         37,974.36         141,245.11         11,418.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37         174,18.37	2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2006 <th< td=""><td>2004         2004         2005         2006         2000         <th< td=""><td>2004         2004         2004         2005         <th< td=""><td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         3           0 Ctober         November         December         January         February         March         April         May         June         June<td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         Au         Au           October         November         Dacember         January         February         March         April         May         June         June</td><td>2004         2004         2004         2005         <th< td=""></th<></td></td></th<></td></th<></td></th<>	2004         2004         2005         2006         2000 <th< td=""><td>2004         2004         2004         2005         <th< td=""><td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         3           0 Ctober         November         December         January         February         March         April         May         June         June<td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         Au         Au           October         November         Dacember         January         February         March         April         May         June         June</td><td>2004         2004         2004         2005         <th< td=""></th<></td></td></th<></td></th<>	2004         2004         2004         2005 <th< td=""><td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         3           0 Ctober         November         December         January         February         March         April         May         June         June<td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         Au         Au           October         November         Dacember         January         February         March         April         May         June         June</td><td>2004         2004         2004         2005         <th< td=""></th<></td></td></th<>	2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         3           0 Ctober         November         December         January         February         March         April         May         June         June <td>2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         Au         Au           October         November         Dacember         January         February         March         April         May         June         June</td> <td>2004         2004         2004         2005         <th< td=""></th<></td>	2004         2004         2004         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         2005         Au         Au           October         November         Dacember         January         February         March         April         May         June         June	2004         2004         2004         2005 <th< td=""></th<>

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT

ACCOUNTING CODE   ACCOUNTING COCCEPT   ACCOUNTING COCCE															
480-8000-344504 15,912.14 17,233.65 19,846.71 27,985.05 0.00 27,551.41 30,953.25 35,319.65 25,215.90  480-8000-344504 15,912.14 17,233.65 19,846.71 27,985.05 0.00 27,551.41 30,953.25 35,319.65 25,215.90  480-8000-344504 3.560.00 4,020.00 3,720.00	LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
480-B000-344593         3,680.00         4,320.00         4,020.00         3,720.00         3,720.00         3,720.00         3,720.00         3,720.00         4,140.00         0.00         0.00           12th St 2A REVENUE         19,572.14         21,553.65         23,866.71         31,705.05         3,720.00         31,271.41         34,733.25         39,039.65         29,355.90         0.00         0.00           12th St 2A REVENUE         19,572.14         21,553.65         23,866.71         31,705.05         3,780.00         31,271.41         34,733.25         39,039.65         29,355.90         0.00         0.00           (Sales Tax Excluded)         5,494.23         6,594.57         1,226.6         5,894.65         13,453.86         7,478.26         6,059.82         7,478.26         0,000         0.00           108.54 <th< td=""><td>12th Street Garage - 2A Revenue-Ticket</td><td>480-8000-344504</td><td>15,912.14</td><td>17,233.65</td><td>19,846.71</td><td>27,985.05</td><td>0.00</td><td>27,551.41</td><td>30,953,25</td><td>35,319.65</td><td>25,215.90</td><td></td><td></td><td></td><td>200,017.76</td></th<>	12th Street Garage - 2A Revenue-Ticket	480-8000-344504	15,912.14	17,233.65	19,846.71	27,985.05	0.00	27,551.41	30,953,25	35,319.65	25,215.90				200,017.76
12th St 2A REVENUE         19,572.14         21,553.65         23,866.71         31,705.05         3,780.00         31,271.41         34,733.25         39,039.65         29,355.90         0.00         0.00           resonnel         Sales Tax Excluded)         5,481.31         5,494.23         6,964.57         5,799.47         5,302.71         6,497.22         6,828.89         7,478.26         6,059.82         0.00         0.00         0.00           ashler Labor         103.75.18         10,375.17         14,029.57         122.66         5,994.65         13,459.56         10,330.24         10,330.24           anihier Labor         106.54         106.54         106.54         106.54         106.54         108.54         <	Revenue-Monthly Permits	480-8000-344593	3,660.00	4,320.00	4,020.00	3,720.00	3,780.00	3,720.00	3,780.00	3,720.00	4,140.00				34,860.00
5,461.31         5,494.23         6,954.57         5,799.47         5,302.71         5,497.22         6,828.89         7,478.26         6,059.82           108.54         10.375.18         10.375.17         14,029.57         122.66         5,894.65         13,459.58         10,336.50         10,330.24           108.54         10.501.89         10.601.89         10.601.89         10.601.89         10.601.89         10.601.89         10.00 <td></td> <td>12th St 2A REVENUE (Sales Tax Excluded)</td> <td>19,572.14</td> <td>21,553.65</td> <td>23,866.71</td> <td>31,705.05</td> <td>3,780.00</td> <td>31,271.41</td> <td>34,733.25</td> <td>39,039.65</td> <td>29,355.90</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>234,877.76</td>		12th St 2A REVENUE (Sales Tax Excluded)	19,572.14	21,553.65	23,866.71	31,705.05	3,780.00	31,271.41	34,733.25	39,039.65	29,355.90	0.00	0.00	0.00	234,877.76
12th St2A EXPENSES 16,850.24 20,073.95 19,084.28 21,583.58 7,189.32 13,146.41 22,043.01 19,568.30 18,754.01 0.00 0.00 0.00	Expenses Security Personnel Attendant/Cashier Labor FP&L Fewertor Maintenance		5,461.31 8,654.39 1,105.00	5,494.23 10,375.18 108.54 2,575.00	6,954.57 10,375.17 108.54 125.00	5,799.47 14,029.57 108.54 125.00	5,302.71 122.66 108.54 134.41	5,497.22 5,894.65 108.54 125.00	6,828.89 13,459.58 108.54 125.00	7,478.26 10,335.50 108.54 125.00	6,059.82 10,310.24 108.54 514.41				
2721.90 1,479.70 4,782.43 10,121.47 -3,409.32 18,125.00 12.890.24 19,471.35 10,601.89 0.00 0.00	age Ocalmigavianician		16,850.24	20,073.95	19,084.28	21,583.58	7,189.32	13,146.41	22,043.01	19,568.30	18,754.01	0.00	0.00	0.00	0.00
		12th St 2A PROFIT/(LOSS)	2,721.90	1,479.70	4,782.43	10,121.47	-3,409.32	18,125.00	12,690.24	19,471.35	10,601.89	0.00	0.00	0.00	234,877.76

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
12th Street Garage - 2A Revenue-Ticket	480-8000-344504	30,426.16	28,304.67	28,033.65	33,959.80	30,588.77	41,540.19	38,421.76	33,882.20	30,041.58	37,902.81	34,535.82	20,742.99	388,380.40
Revenue-Monthly Permits	480-8000-344593	4,860.00	4,800.00	4,860.00	3,960.00	3,840.00	3,840.00	3,900.00	3,660.00	3,720.00	3,780.00	3,840.00	3,720.00	48,780.00
	12th St 2A REVENUE (Sales Tax Excluded)	35,286.16	33,104.67	32,893.65	37,919.80	34,428.77	45,380.19	42,321.76	37,542.20	33,761.58	41,682.81	38,375.82	24,462.99	437,160.40
Expenses Security Personnel Attendant/Cashier Labor ATTEN LABOR FERAL Maintenance Garage Cleaning/Maintenance	12th St 2A EXPENSES	9,368.15 7,077.27 108.54 487.50 1,521.00 18,562.46	7,496.96 7,064.21 108.54 128.500 1,285.00 16,079.71	7,426.42 7,132.13 108.54 125.00 1,521.00 16,313.09	9,748.51 11,884.49 108.54 125.00 1,521.00 23,387.54	12,668.78 9,882.08 108.54 125.00 1,521.00 24,275.40	7,509.24 10,122.65 108.54 125.00 1,521.00 19,386.43	8,199.43 112,987.00 108.54 125.00 1,521.00 22,940.97	7,574.02 10,371.56 108.54 125.00 1,521.00 19,700.12	7,469.33 10,382.40 108.54 125.00 1,521.00 19,606.27	9,139.10 10,418.46 108.54 866.00 1,521.00 22,063.10	5,622.91 12,702.02 108.54 1,155.00 1,521.00 21,108.47	8,549.58 12,691.19 108.54 3,245.00 1,521.00 26,115.31	100,772,43 122,685,46 1,302,48 6,753,50 18,016,00 249,529,87

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT

13th Street Garage - 17A														
LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
13th Street Garage - 17A Revenue-Ticket	480-8000-344566	43,468.43	55,272.92	53,704.65	60,732.72	58,499.06	67,990.51	65,532.72	58,694.40	56,222.45				
Revenue-Monthly Permits	480-8000-344527	00'009'6	9,300.00	9,720.00	10,080.00	9,660.00	9,780.00	9,240.00	8,760.00	9,240.00				
	13th St 17A REVENUE (Sales Tax Excluded)	53,068.43	64,572.92	63,424.65	70,812.72	68,159.06	77,770.51	74,772.72	67,454.40	65,462.45	0.00	0.00	0.00	0.00
Expenses Security Personnel Attendant/Cashler Labor Landscape Maintenance FP&L Revenue Control Equipment Maintenance Elevator Maintenance Armed Guard Revenue Pickup Garage Cleaning/Maintenance 13th S	intenance 13th St17A EXPENSES 13th St17A PROFIT/(LOSS)	8,717.16 9,989.48 216.67 1,518.75 1,891.66 170.00 43.00 24,437.72 28,630.71	8,803.95 11,144.88 216.67 1,481.39 1,891.66 1,70.00 43.00 25,662.55 38,910.37	10,892.67 11,121.45 216.67 1,695.81 2,367.04 170.00 433.00 1,521.00 28,417.64	9,076.26 15,339.98 15,339.98 2,294.82 1,891.66 323.00 433.00 1,521.00 31,096.39	8,968.53 13,878.39 2,237.17 1,891.66 3,557.00 43,577.00 32,703.42	8,977.51 11,080.22 21,080.22 1,981.10 2,096.01 170.00 1,521.00 26,485.51	11,057.29 13,879.92 2,030.83 1,891.66 170.00 4,300.37 43,472.35	9,336.60 11,659.11 2,080.87 1,891.66 173.00 4,30.00 27,288.91	9,130.12 11,070.69 11,070.69 2,331.42 2,216.66 170.00 43.30 27,329.56	00.0 00.0	00°0	00'0	00.0

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
13th Street Garage - 17A Revenue-Ticket	480-8000-344566	40,924.28	49,370.08	49,987.85	61,116.83	59,138.34	71,978.42	65,391.58	60,814.97	54,936.46	69,607.42	62,914.05	51,280.37	697,460.65
Revenue-Monthly Permits	480-8000-344527	8,400.00	8,340.00	8,640.00	8,520.00	8,520.00	8,460.00	8,160.00	7,800.00	8,040.00	7,620.00	8,460.00	9,180.00	100,140.00
	13th St 17A REVENUE (Sales Tax Excluded)	49,324.28	57,710.08	58,627.85	69,636.83	67,658.34	80,438.42	73,551.58	68,614.97	62,976.46	77,227.42	71,374.05	60,460.37	797,600.65
Expenses Security Personnel Attendant/Cashler Labor Landscape Maintenance FP&L Revenue Control Equipment Maintenance Elevator Maintenance Armed Guard Revenue Pickup Garage Cleaning/Maintenance 13th S	aintenance 13th St 17A EXPENSES 13th St17A PROFIT(LOSS)	12,276.14 15,477.93 1,404.98 750.00 680.13 420.00 1,521.00 32,950.85	9,837.48 15,298.85 519.85 1,372.89 750.00 170.00 420.00 29,890.89 27,819.19	9,843.61 15,189.47 2,16.67 1,419.60 750.00 170.00 420.00 1,521.00 29,510.35	12,865.09 24,685.51 216.67 1,694.00 170.00 170.00 42,022.27	9,914.16 20,272.64 216.67 1,531.15 750.00 170.00 420.00 34,795.62	9,886.55 16,504.59 216.67 1,627.45 750.00 170.00 1,521.00 31,096.26	10,960.18 13,862.76 1,474.46 750.00 374.00 1,521.00 29,579.07	9,623.90 11,970.10 216.67 1,362.55 3,516.66 170.00 1,521.00 28,800.88	10,024.88 11,178.06 216.67 1,602.03 3,516.66 170.00 1,521.00 28,649.30 34,327.16	12,155.54 11,195.64 11,607.35 1,607.35 1,650.00 1,50.00 1,521.00 28,949.20	9,498.20 13,992.22 2,667 1,495.92 1,891.66 1,655.00 433.00 1,521.00 30,703.67	9,333.62 14,081.26 216.67 1,580.16 170.00 433.00 1,521.00 29,237.36	126,219.35 183,700.03 3,107.04 18,172.63 17,716.64 4,239.13 5,079.00 376,485.72

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT
16th Street - Anchor Garage

16th Street - Anchor Garage	trage													
LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
16th Street - Anchor Garage Revenue-Ticket	463-8000-344911	62,084.76	107,397.19	105,778.72	128,385.44	132,251.10	209,570.60	146,494.13	128,490.54	94,231.78				1,114,684.26
Revenue - Valet	463-8000-344587	15,662.60	24,927.56	28,053.73	19,372.43	34,905.15	17,281.80	20,654.81	15,057.49	24,275.25				200,190.82
Revenue-Monthly Permits	463-8000-344903	38,492.00	35,700.00	36,139.71	33,750.00	35,350.00	36,700.00	39,600.00	39,950.00	40,900.00				336,581.71
:	16th St. Anchor - REVENUE (Sales Tax Excluded)	116,239.36	168,024.75	169,972.16	181,507.87	202,506.25	263,552.40	206,748.94	183,498.03	159,407.03	00:00	0.00	0.00	1,651,456.79
Expenses Security Personnel		7,074.27	7.538.12	9.381.49	7.660.80	8.043.85	7.633.87	9.462.30	8.235.36	9.282.74				74,312.80
Attendant/Cashier Labor		18,369.78	21,885.48	21,770.94	28,231.48	22,408.54	23,193,23	27,927.29	22,591.59	22,406.05				208,784.38
FP&L		3,322.03	3,980.87	5,229.08	4,858.47	4.835.47	4.654.90	4.762.44	4,956.13	5,326,97				41,926.36
Revenue Control Equipment Maintanance	Maintanance	775.00	775.00	1,182.48	1,125.82	775.00	1,602.35	775.00	775.00	1,100.00				8,885.65
Armed Guard Revenue Pickup	a	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00	433.00				3,897.00
Elevator Maintenance		1,180.64	1,180.64	1,180.64	1,180.64	1,754.04	1,180.64	1,180.64	1,269.54	1,180.64				11,288.06
Landscape and Lot Maintenance	ce	152.00	152.00	152.00	152.00	152.00	152.00	152.00	152.00	152.00				1,368.00
Garage Cleaning/Maintenance	0	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00				83,178.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01				1,611.09
Fire Alarm Service		250.00	250.00	250.00	250.00	250.00	250.00	1,666.96	250.00	250.00				3,666.96
	16th St Anchor EXPENSES	40,977.73	45,616.12	49,000.64	53,313.22	48,072.91	48,521.00	55,780.64	48,083.63	49,552.41	0.00	0.00	0.00	438,918.30
	16th St. PROFIT/(LOSS)	75,261.63	122,408.63	120,971.52	128,194.65	154,433.34	215,031.40	150,968.30	135,414.40	109,854.62	0.00	0.00	0.00	1,212,538.49

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
16th Street - Anchor Garage Revenue-Ticket	463-8000-344911	88,600.95	82,514.96	86,304.68	112,249.71	122,302.81	184,856.92	119,298.55	106,561.67	71,170.03	106,953.01	91,550.46	79,627.30	1,251,991.05
Revenue - Valet	463-8000-344587	20,704.68	21,289.74	22,289.72	15,603.28	29,600.94	14,369.16	21,817.28	25,678.51	19,607.94	34,423.36	36,415.88	27,615.87	289,416.36
Revenue-Monthly Permits	463-8000-344903	28,760.00	30,060.00	30,450.00	30,650.00	30,800.00	30,200.00	30,150.00	30,200.00	30,100.00	30,100.00	32,150.00	32,300.00	365,920.00
Fynansas	16th St. Anchor - REVENUE (Sales Tax Excluded)	138,065.63	133,864.70	139,044.40	158,502.99	182,703.75	229,426.08	171,265.83	162,440.18	120,877.97	171,476.37	160,116.34	139,543.17	1,907,327.41
Security Personnel		15,377.39	12,631.97	12,484.73	15,631.96	12,668.78	12.530.75	13.631.98	11,987.96	12,248.30	15,061,26	11,030.36	10,324.14	155,609.58
Attendant/Cashier Labor		16,056.04	16,109.36	16,350.94	26,132.55	23,955.70	22,606.20	27,423.35	22,696.42	21,660.15	21,584.66	27,446.64	26,361.19	268,383.20
FP&L		4,138.44	4,138.44	3,384.80	3,942.83	4,252.58	2,711.52	3,239.29	3,610.07	4,015.70	3,844.35	4,232.00	3,789.76	45,299.78
Revenue Control Equipment Maintanance	sintanance	775.00	775.00	775.00	775.00	775.00	775.00	775.00	1,025.00	825.00	825.00	775.00	775.00	9,650.00
Armed Guard Revenue Pickup		420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	433.00	433.00	433.00	5,079.00
Elevator Maintenance		1,675.97	1,097.97	2,457.97	1,097.97	1,442.97	1,097.97	1,097.97	1,097.97	1,097.97	1,180.64	1,180.64	1,180.64	15,706.65
Landscape and Lot Maintenance	e	152.00	190.00	190.00	152.00	152.00	152.00	152.00	152.00	152.00	153.00	152.00	152.00	1,901.00
Garage Cleaning/Maintenance		9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	9,242.00	110,904.00
Sanitation (Waste Removal)		179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	179.01	2,148.12
Fire Alarm Service	•	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
	16th St Anchor EXPENSES	48,265.85	45,033.75	45,734.45	57,823.32	53,338.04	49,964.45	56,410.60	50,660.43	50,090.13	52,752.92	54,920.65	52,686.74	617,681.33
	16th St. PROFIT/(LOSS)	89,799.78	88,830.95	93,309.95	100,679.67	129,365.71	179,461.63	114,855.23	111,779.75	70,787.84	118,723.45	105,195.69	86,856.43	1,289,646.08

CITY OF MIAMI BEACH
PARKING DEPARTMENT
PROFIT & LOSS STATEMENT

42nd Street Garage - 8A														
LOCATION	ACCOUNTING CODE	2005 October	2005 November	2005 December	2006 January	2006 February	2006 March	2006 April	2006 May	2006 June	2006 July	2006 August	2006 September	FY 2005/2006 TOTAL
42nd Street Garage - 8A Revenue-Ticket	480-8000-344531	2,768.78	3,349.52	3,380.38	3,394.39	8,219.60	3,494.40	2,866.34	3,756.08	3,107.72				34,337.21
Revenue-Monthly Permits	480-8000-344595	28,980.00	28,740.00	28,980.00	26,100.00	26,040.00	25,440.00	25,680.00	25,560.00	24,660.00				240,180.00
	42nd St 8A REVENUE (Sales Tax Excluded)	31,748.78	32,089.52	32,360.38	29,494.39	34,259.60	28,934.40	28,546.34	29,316.08	27,767.72	0.00	0.00	0.00	274,517.21
Expenses Security Personnel Attendant/Cashier Labor		5,111.19	5,518.17 4,015.15	6,846.84 4,426.41	5,338.62 5,966.80	5,440.37 6,370.85	5,449.34 4,430.02	7,187.99 5,490.61	5,506.20	5,479.27				51,877.99
rP&L Revenue Control Equipment Maintenance Elevator Maintenance	aintenance	1,870.01 1,891.66 430.00	1,705.27 1,891.66 430.00	1,982.44 2,367.05 430.00	1,864.78 1,995.91 1,153.27	2,127.01 1,891.66 973.45	2,035.71 2,096.01 1,642.40	2,430.65 1,891.66 430.00	2,384.66 1,891.66 557.50	2,493.03 1,891.66 430.00				18,893.56 17,808.93 6,476.62
Landscape Maintenance Garage Cleaning/Maintenance		0.00	3,392.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	30,528.00
	42nd St 8A EXPENSES	16,244.66	16,952.25	19,444.73	19,711.38	20,195.34	19,045.48	20,822.91	18,746.45	18,069.07	00'0	0.00	0.00	169,232.28
	42nd St. PROFIT/(LOSS)	15,504.12	15,137.27	12,915.65	9,783.01	14,064.26	9,888.92	7,723.43	10,569.63	9,698.65	0.00	0.00	0.00	105,284.93

LOCATION	ACCOUNTING CODE	2004 October	2004 November	2004 December	2005 January	2005 February	2005 March	2005 April	2005 May	2005 June	2005 July	2005 August	2005 September	FY 2004/2005 TOTAL
42nd Street Garage - 8A														
Revenue-Ticket	480-8000-344531	2,996.27	3,087.87	2,986.91	3,523.36	5,580.37	3,684.11	3,179.44	3,264.48	2,909.35	3,046.75	5,699.53	6,316.84	46,275.28
reversue-intensi Permits	460-6000-344595	34,020.00	33,360.00	33,720.00	33,720.00	33,720.00	24,720.00	25,020.00	75,680.00	75,860.00	25,740.00	00.080,02	79,740.00	346,900.00
	42nd St 8A REVENUE (Sales Tax Excluded)	37,016.27	36,447.87	36,706.91	37,243.36	39,300.37	28,404.11	28,199.44	28,944.48	28,769.35	28,786.75	31,379.53	32,056.84	393,255.28
Expenses Security Personnel		10,306.80	8,245.44	8,214.77	10,306.80	8,217.83	8,245.44	8,156.48	7,960.05	8,043.84	10,054.80	6,008.94	13,747.56	107,508.75
Attendant/Cashier Labor FP&L		3,215.99	3,061.85	3,176.80	5,232.69	5,826.12	4,422.79	5,523.08	5,202.01	4,404.76	4,188.31	5,339.12	5,028.86 2.042.89	54,622.38 22.561.20
Revenue Control Equipment Maintenance	ntenance	0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,891.66	3,724.66	5,726.32
Elevator Maintenance Landscape Maintenance		1,819.16	430.00 0.00	430.00	430.00 0.00	430.00	430.00	430.00	430.00	430.00 0.00	430.00	591.48 0.00	430.00 0.00	6,710.64
Garage Cleaning/Maintenance		3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	3,392.00	40,704.00
	42nd St 8A EXPENSES	20,539.91	17,221.42	17,140.70	21,086.67	19,830.00	18,310.25	19,358.01	18,511.58	18,131.70	20,032.11	19,304.97	28,365.97	237,833.29
	42nd St. PROFIT/(LOSS)	16,476.36	19,226.45	19,566.21	16,156.69	19,470.37	10,093.86	8,841.43	10,432.90	10,637.65	8,754.64	12,074.56	3,690.87	155,421.99



#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager (

DATE:

September 6, 2006

SUBJECT: STATUS REPORT ON THE REHABILITATION OF THE EXISTING BUILDING

AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2.

The improvements to Fire Station No. 2 include full historic renovation of the existing building (Building A) and construction of a new facility that will include three apparatus bays and living quarters for the station's fire crews, and an Emergency Operations Center (Building B).

Jasco Construction Company (Jasco) is the Construction Manager at Risk and STA Architectural Group (STA) is the architect/engineer (A/E). The Guaranteed Maximum Price (GMP) for the project is \$8,096,580. The first Notice to Proceed for construction was issued on November 22, 2004. Construction and moving in of fire personnel into Building B was expected to require 15 months. Following this, renovation of Building A, and its conversion into administrative offices, will require an estimated 13 months to be substantially complete.

The exterior shell of Building B is 100% complete. Underground utilities installation and grade work at the site is underway. Rough work on the interior plumbing, HVAC, electrical and fire suppression is ongoing. Framing of interior partitions is nearing completion. The finished roof surface is complete. The exterior doors and windows are being installed. The majority of the stucco exterior finish has been applied and painted.

Construction is estimated to be at 80% completion. The work is progressing; however the contractor is experiencing difficulties concerning installation of the windows which continues to slow the project substantially. CIP staff is working with the contractor, the City's Building Department and the Project A/E in an attempt to resolve the window issue. The contractor has submitted a time-only change order request which is being reviewed by CIP staff. Building B is scheduled to reach Substantial Completion and be ready for occupancy during Winter 2006.

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Agenda Item

Date



#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: STATUS REPORT ON THE CONSTRUCTION OF FIRE STATION NO. 4

Notice to Proceed for the construction of the Fire Station 4 project was issued on November 15, 2004. The Project is estimated to be approximately 89% complete and Substantial Completion is set for October, 2006. This project has been delayed mainly due to difficulties in production, delivery and installation of the storefront structure and glass, as well as other critical path items in the construction schedule.

The building shell, as well as roofing work, has been completed. Storefront window structure installation is complete. Stucco work is complete. Exterior and interior paint is in progress, scheduled to be completed by the end of August. Site work is in progress; the contractor has graded the sloped entrance of the truck bays and is progressing in the preparation work for the installation of asphalt paving. Landscaping and irrigation work are in progress. Exterior walkways are ready to receive concrete pavers.

All electrical interior work is complete; upon energizing of the building all systems will be tested for final inspection. Communication, data and cable wiring are in progress. The back-up power generator has been installed and the electrical subcontractor connected it to the building's switchgear; they have also pulled all branch circuits and the sub- contractor has installed electrical devices and fixtures. FP&L installed poles and transformers to energize the building. Installation of LP gas supply lines for the generator and the kitchen is complete. Interior finish work continues in progress with the complete installation of ceiling grids, and installation of the flexible ductwork and supply air grilles. Interior paint is in progress at the dining room and corridors should be finished by the end of the month. Installation of porcelain tile and vinyl tile flooring are progress. Fire suppression systems (sprinklers), as well as the fire alarm system boxes and sensory components, are complete throughout the building. Plumbing rough work is in progress with the installation of bathroom fixtures. Cabinetry has been delivered and installed in the kitchen; other deliveries are expected through out the rest of the month.

JMG/THUR HUCC/AL

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Agenda Item

Date *9-6-06* 



### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: STATUS REPORT ON THE NORMANDY ISLE PARK AND POOL PROJECT

#### **POOL AREA**

Construction work on the pool facility is approximately 85% complete. The prime contractor has shown good progress in advancing the project's structural components, including the pool deck, the multi-purpose room, pump house, exterior steps, the handicapped ramp and underground utilities. Stucco application has been completed throughout the buildings and is in progress at the exterior walls. Exterior paint started at some finished buildings with the application of a coat of tinted primer. Roofing work is in progress, in different buildings. HVAC ductwork installation is complete, pending delivery of air conditioning units. Interior finish work is in progress throughout all buildings.

Exterior on-going activities include the installation of the swimming pool tile and play equipment, pressure testing of the swimming pool piping, and the pulling of electrical wiring. Exterior fences and gates installation is in progress. Drainage well is complete. The East parking area, curbs gutters and sidewalks are finished. FP&L has installed poles and transformers, providing permanent power service. The contractor is working diligently to prepare conditions to form and pour the concrete pool deck at the end of this month.

It is expected that the swimming pool facility will achieve substantial completion November and Certificate of Occupancy in November, 2006. Final Completion will be obtained pending final punch list and internal inspections.

#### **PARK AREA**

All work at the West section of the complex has been completed, including the drainage system, perimeter fencing, interior sidewalks, electrical distribution lines, underground conduits and wiring for future sports lighting fixtures, and the multi-purpose courts.

On Wednesday, June 7th, 2006, a ribbon-cutting ceremony took place to celebrate the completion of a portion of the project funded in part with grant assistance from Florida International University. As part of recommendations received during the ceremony related to the open play area, additional shade trees were planted at the West and South sides, and three existing palm trees relocated to the East, in order to facilitate the development of recreational activities.

Agenda Item *E*Date 9-6-06

Commission Status Report September 6, 2006 Normandy Isle Park and Pool Project Page 2 of 2

The West parking lot, sidewalk and pavement are complete. The irrigation system has been completed and is being operated in manual mode; landscaping is nearly complete.

Grading of the soccer field is in progress and its completion will be coordinated to coincide with the opening of the pool.

Following is an update on items that were not part of the park's construction contract original scope of work:

- An additional Job Order was issued for the repair of the existing pavilion roof, damaged during last year's hurricanes. This work is now complete.
- Replacement of the water supply line serving the adjacent apartments was added to the
  original scope of work as an additional Job Order Contract. Plans have been completed,
  by an engineering consultant in the rotation list, are in the process of permitting and work
  has been coordinated with other trades. Expected completion by September 15<sup>th</sup>.
- Installation of a new tot lot is being procured through a City vendor, who has been provided with construction plans, for coordination purposes. Delivery and installation of the play equipment is expected during September.
- As part of the project's final phase, Parks and Recreation Department has requested a
  cost proposal from a sports illumination contractor for the design and installation of the
  lighting system for the sports courts, tot lot and soccer field. An additional Job Order has
  been added to the Contractor's scope of work. The project is in process of production of
  the illumination equipment, expected to be installed during September.
- An existing 6-ft. high chain link fence on the North side of the Park, bordering the
  apartment buildings is poor condition, and will not restrict access during the park's offhours. City regulations will not allow its replacement with a similar fence. A cost
  proposal has been requested from the contractor to replace the existing chain link fence
  with a new picket fence that matches the design of the project. Plans are being
  prepared for review and permitting.

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#### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

City Manager Jorge M. Gonzalez

DATE:

September 6, 2006

SUBJECT: INFORMATION REPORT TO THE MAYOR AND CITY COMMISSION, ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND ALL **EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN THE NEXT** 180 DAYS.

The City Commission adopted Resolution No. 2000-24141, which provided that all existing City contracts for renewal or extensions, which by their terms or pursuant to change orders exceed \$10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from \$10,000 to \$25,000.

The Administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	Shoes & Boots (Safety)	Lehigh Safety Shoe Co., LLC (1802-4/09-1)	12/31/2006	(1) one year option to renew
2.	Pumps & Boots	Florida Baring, Inc.	12/31/2006	(2) two year option to renew

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#### OFFICE OF THE MAYOR AND COMMISSION

### MEMORANDUM

TO:

Mayor & Commissioners

CC:

Jorge Gonzalez, City Manager

FROM:

Matti H. Bower, Commissioner

DATE:

July 24, 2006

SUBJECT: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the May 30, 2006 PACT Board Meeting and the agenda for the July 25, 2006 Meeting.

MHB/Iw

BRIDE SMECTHYM ALIO 2002 10F 54 KM 10: #8 

Agenda Item

### **Board of Directors Meeting Minutes Performing Arts Center Trust** May 30, 2006 TEMPLE ISRAEL of GREATER MIAMI 137 NORTHEAST 19TH STREET THE KAHN ROOM 8:30 AM

### IN ATTENDANCE:

Matilde Aguirre Stanley Arkin Bill Armstrong Ricky Arriola

Dorothy Bendross-Mindingall

Stu Blumberg Sonia Burini Mike Eidson Ruth Greenfield Evelyn Greer Matti Herrera-Bower

James Herron

Susie Krajsa Stanley Levine

Florene Lithcutt-Nichols Juan Loumiet Antonio Roca Carole Ann Taylor Parker Thomson Penny Thurer Judy Weiser David Wilson Velia Yedra Cindi Zilber

### In Attendance - PACT

Michael Hardy Yadira Boada John Burnett Gail Eaton Lourdes Flores Jessica Gloria

### OTHERS IN ATTENDANCE

Kiamin Thomas - Omni Resident

Adrienne Arsht - PACF Board Member Lt. Daniel Dominguez - City of Miami Police Barbara Bisno - Omni Resident Major. Tom Cannon – City of Miami Police Dorothy Fleischman - Community Resident Betsy Kaplan - Former PACT Board Member Patricia Mayor - Omni Resident Ann McNeil Mitch Morales - SMG Shaquita Rahming - Aide to Rep. Bendross-Mindingall Sgt. Armando Rojas – City of Miami Police Michael Spring - Director, Miami-Dade Department of Cultural Affairs Fred Tasker - Miami Herald

ABSENT:

Oscar Braynon II Sonia Dula T. Willard Fair Robert Ingram Nancy Liebman Jay Pons Mario Ernesto Sanchez Rosa Sugrañes

In Attendance - PACT

Jarret Haynes Judy Litt Justin Macdonnell Al Milano Jacob Nicholas Valerie Riles Robinson The meeting was called to order by Vice Chair Juan Loumiet.

A motion for approval of the consent agenda was made by Stu Blumberg. Bill Armstrong seconded and the motion passed unanimously.

Stanley Levine moved to approve the Minutes of the March 28, 2006, Board meeting. Motion was seconded by Cindy Zilber and carried unanimously.

Approval of the Purchasing Report was moved by James Herron and seconded by Stanley Levine.

Acceptance of the February and March 2006 Financial Statements and updates was moved by Bill Armstrong and seconded by James Herron. Motion passed unanimously.

Chairman Thomson requested approval of a Board resolution commending Roger Carlton for his outstanding contribution to the cultural development of Miami-Dade County as a member of the Miami Performing Arts Center Trust Board of Directors. Since 2003, Mr. Carlton has been an exemplary representative of the Mayor of Miami Dade County. He has demonstrated exceptional commitment to the Parking Task Force and the Construction Committee. Evelyn Greer moved to approve the resolution, Ruth Greenfield seconded and the motion passed unanimously.

#### President's Report

Michael Hardy requested self-introductions by new staff members. New staff members present were: Jacob Nicholas, Digital Marketing Coordinator and Lourdes Flores, Payroll Clerk. Dr. Hardy congratulated Jessica Gloria on her promotion to Operations and Event Manager.

Dr. Hardy reported on the following items:

- The administrative offices are scheduled to move to the new building in late June.
- Board meetings will continue to take place at Temple Israel until October.
- The Center has acquired two Yamaha concert pianos. Yamaha will also contribute instruments for the theater, rehearsal room and the Education Center with a value in excess of \$150,000. Dr. Hardy thanked Velia Yedra for her participation in the selection of the concert pianos.
- Parker Thomson sent a letter to all Board members urging them to contact Valerie Riles Robinson if they are interested in attending any or all Grand Opening events.
- Ticket sales to date total approximately \$750,000.
- Dr. Hardy encouraged Board Members to assist in recruiting participants for the Center's volunteer corps. A letter and support information was included in each Board member's packet.
- Dr. Hardy reviewed a proposed policy statement relating to the Center's President making statements in public forums. Nancy Liebman expressed concern about statements made by Dr. Hardy at a May 8, 2006, City of Miami Zoning Board hearing. (Both documents were included in the package mailed to Board members.) Further discussion of this issue was held later in the meeting (see "Other Business").

### Finance Committee Report

John Burnett, CFO, presented the following status report on issues discussed at the meeting of the Finance

- 1. In order to comply with Sarbanes-Oxley, a CPA is needed as a member of the Audit Committee.
- 2. In the next few months, a RFP will be issued to search for a new audit firm.
- 3. A Conflict of Interest Policy will be developed and presented to the Governance/Nominating Committee for approval.
- 4. A Whistle Blower Policy is being developed.
- 5. A Document Retention Policy has been developed.
- 6. The internal controls environment has been documented by Rachlin Cohen & Holtz during the audit process and is being updated continually.

# Action Items to be approved by the Board

- A motion to approve amended Articles of Incorporation and Bylaws was made by Stu Blumberg and seconded by Bill Armstrong. The motion carried. There was one nay.
- ♣ A Motion to approve 2006-2007 Business Plan was made by Antonio Roca and seconded by Stanley Levine. The motion passed unanimously.
- ♣ A Motion to approve the purchase and installation of office furniture and related equipment from Workscapes in an amount not to exceed \$220,070 was made by Stanley Levine and seconded by Matilde Aguirre. The motion passed unanimously.
- Bill Armstrong made a motion to approve a change order to the agreement with Johnson Controls, Inc. for the continuation of initial staffing and commissioning activities through September 30, 2006, in the amount of \$607,118.04. Juan Loumiet seconded the motion. Motion carried.
- Motion to approve the purchase of Yamaha pianos and related equipment from Piano Music Center in accordance with an agreement dated February 21, 2006, in the amount of \$172,268.79 was made by Matti Herrera-Bower. Ruth Greenfield seconded the motion. Motion carried.

# **Construction Committee Report**

Stanley Arkin reported that construction continues as scheduled. The Temporary Certificate of Occupancy will be obtained in August. At this time, the entire project is on a critical path. The streetscape project around the Center's perimeter is scheduled for completion by the end of June.

#### **Parking**

Jarret Haynes informed the Board that staff has secured 1448 spaces in School Board owned lots that will be operated by the Miami Parking Authority (MPA). Discussions continue with developers to increase parking availability to 2,400 or 2,900 spaces. Lots under I-395 will be assigned as 'Valet only' parking. The School Board garage located on NE 2<sup>nd</sup> Avenue will be utilized as self-park. An informational parking brochure with a map and driving directions will be distributed to the public in the near future. Patrons who purchase their assigned lot.

Evelyn Greer suggested that a staff member attend the meetings held at the School Board when parking issues are discussed. Michael Hardy appointed Jarret Haynes to attend the meetings. Roger Carlton will continue to assist with PACT parking solutions.

### Urban Development Committee

Stu Blumberg informed Board members that wayfinding signage directing traffic to the Center from I-395 and I-95, as well as signage on local streets, will be ready in the next 30-60 days.

Michael Hardy reported that he attended a very successful meeting with Miami-Dade County's Transportation Department representatives and Commissioner Gimenez last week. The Omni Station will be renamed the "PAC Omni Station". Express trains will be assigned to travel from Government Center to the PAC Omni Station. Double cars will be made available as required to satisfy public need. Additional lighting will be installed and new security officers will be present in every station and in the cars.

### New Business Task Force

Parker Thomson stated that a joint meeting of the New Business Task Force and the Finance Committee will be scheduled to discuss the proposed Opera Glass Network (OGN) proposal.

### Other Business

Evelyn Greer requested that Committee and Sub-committee meeting dates be scheduled and provided to Board members a year in advance to maximize attendance. A tentative schedule will be distributed at the next Board meeting.

### Other Reports

### A. Department of Cultural Affairs

Michael Spring reported that the State strongly supported the arts in this fiscal year's budget.

- \$750,000 was awarded to the Performing Arts Center.
- \$500,000 was awarded to the new South Miami Dade Cultural Arts Center, currently under
- An education bill passed which requires one full credit in the Arts to graduate from high school.
- A million dollar grant from the Children's Trust for 2006-2007 was awarded to the Department of Cultural Affairs. The Department of Cultural Affairs will be working closely with the School Board in developing Arts Education programs.
- On April 21, Carlos Migoya, Chairman of Miami-Dade's Cultural Affairs Council delivered the 11th annual State of the Arts Address. He revealed new goals for funding support for the Department of Cultural Affairs which represents an increase of seven and a half million dollars over the next five years. The goal has already received a favorable response from the County Manager and the Board of County Commissioners.
- This year marks the 30<sup>th</sup> anniversary of the Miami-Dade Cultural Affairs Council.

#### Other Business

Barbara Bisno, President of the Venetian Causeway Neighborhood Alliance and a resident of the Omni area, addressed the Board and expressed her concern and objections to statements relating to a proposed Terra/Siffin development made by Michael Hardy and Jarret Haynes at recent City of Miami Planning and Zoning Board meetings.

Chairman Thomson instructed the Urban Development Committee to convene a meeting as soon as possible in order to provide a forum for members of the community to voice their concerns. All interested Board members as well as members of the public are welcome to attend.

- Mike Eidson moved to adopt the following statement to clarify the statements made by Michael Hardy, pending presentation to the Urban Development Committee: "Board takes NO position on the appropriateness or NOT of this project." Carole Ann Taylor seconded the motion. Six (6) members voted in favor of, and seven (7) members voted against, the motion. The motion failed.
- Matti Herrera-Bower moved (as re-stated by Evelyn Greer), that the Board adopt a process for taking a position on zoning matters in the Omni neighborhood. Zoning matters and other development related issues should come before the Urban Development Committee, for adoption of a position pro or con. Antonio Roca seconded and the motion passed unanimously.

The meeting adjourned at 10:20 a.m.

Reported by: Yadira E. Boada

Assistant to the President/CEO



# MEAMI PERFORMING ARTS CENTER

PACT BOARD MEETING Tuesday, July 25, 2006 Temple Israel 137 Northeast 19 Street 8:30 AM

- l. Consent Agenda
  - Request for Excused Absences
  - 2. Approval of Minutes from May 30, 2006
  - 3. Approval of July 2006 Purchasing Report
  - 4. Acceptance of April and May 2006 Financial Statements
- II. President's Report
- **PACT Committee Reports** III.
  - A. Finance Committee Report
  - B. Executive Committee Report

Action items to be approved by Board

- Approval of agreement with Argent Advisors
- Approval of MPAC Neighborhood Groups Policy Statement

# Items approved by Executive Committee due to time sensitivity

- Approval of staff's recommendation to proceed with the advertising of audio equipment RFP
- Authorization for staff to proceed with Phase I of the Opera Glass Network project subject to the completion of a contract that will be approved by the New Business Initiatives Task Force(Approved June 5, 2006)
- Approval of revised Articles of Incorporation and Bylaws (Approved June 19, 2006)
- Approval of Sponsorship and Naming Rights Agreement (Approved July 17, 2006).
  - C. Construction Committee Report
  - D. Urban Development Committee Report

# Action item to be approved by Board

- Approval of Urban Development Committee policy statement (Accepted June 21,
  - E. Nominating and Governance Committee Report
- IV. Other Reports
  - A. Department of Cultural Affairs
  - B. PACT Board Members
- Other Business



### COMMISSION MEMORANDUM

TO:

Mayor David Dermer and Members of the City Commission

FROM:

Jorge M. Gonzalez, City Manager

DATE:

September 6, 2006

SUBJECT: STATUS REPORT ON THE INDIAN CREEK RECONSTRUCTION/

63<sup>RD</sup> BRIDGE REHABILITATION / FLYOVER DEMOLITION PROJECT

The purpose of this letter is to provide you with a progress update on the Indian Creek Reconstruction/ 63<sup>rd</sup> Bridge Rehabilitation / Flyover Demolition project

The overall construction was scheduled to commence on May 17, 2006, but was delayed until June 5, 2006 to allow for successful removal of bulb-outs along Collins Avenue from 63rd Street to 72nd Street, and to coincide with school summer recess. All construction is to be completed by May 31, 2007.

#### Construction Activities and Schedule

- Phase One of the project involved the demolition of flyover and installation of new drainage system on the west side of Indian Creek between 65<sup>th</sup> Street and Abbott Avenue. The flyover demolition and the new drainage system were completed on schedule in mid July 2006.
- Phase Two of the project started in mid July 2006 and is expected to be completed in early October 2006. The work is on the east side between 63rd Street and 65th Street and the west side north of 65th Street. The area is being cleared and grubbed, and will be followed by the installation of new drainage, placement of stabilization, installation of curb, gutter, and sidewalk, installation of signalization and lighting, landscaping and irrigation, paving, and finally striping and signage. The City Administration is monitoring closely the traffic flow and congestion. The Traffic Maintenance Plan is constantly being improved by the Police Department and Public Works department which are working closely with FDOT
- This phase of the project includes construction on the 63<sup>rd</sup> Street bascule bridge. Work started in July 2006 and is scheduled to be completed by November 2006. During this phase, the existing northeast and northwest bridge leaves will be demolished and removed along with their respective machinery. New gears will be installed and the new steel leaves of the bridge will be erected. The bridge roadways will be reconstructed and the existing concrete piers and approaches will be rehabilitated. The existing control tower will be renovated as well.

Agenda Item

- During this phase there is one westbound traffic lane and one eastbound traffic lane over the south side of 63rd Street Bridge. Completion of the north side of the bridge is anticipated by mid November.
- Phase 3 of the project is scheduled to start on early October 2006 and be completed by December 2006. The bridge portion of this phase is scheduled to begin on December 2006 and be completed by May 2007.
- The work on this phase focuses primarily on the finalization of the Indian Creek portion of the project. Work continues along the east side of Indian Creek north of 63rd Street. Main activities will include clearing and grubbing, drainage system installation, excavation, and stabilization. Also the curb and gutters, sidewalk, landscaping, paving, striping, signage, and signalization in this area shall be completed during this phase.
- The bridge portion of the project consists of demolition and removal of the existing southeast
  and southwest leaves along with the respective bascule machinery. New machinery will be
  installed and the new bridge leaf steel will be erected. The bridge roadways will be
  reconstructed and the existing concrete piers and approaches will be rehabilitated.
- During this phase of the bridge construction there will be one westbound traffic lane and one
  eastbound traffic lane over the north side of 63rd Street Bridge. By the end of Phase Three,
  traffic will be switched to the newly reconstructed Indian Creek Drive. Two lanes will open for
  southbound traffic along Indian Creek Drive from 65th Street to 63rd Street and one
  northbound traffic lane will be opened along Indian Creek Drive from 63rd Street to Abbott
  Avenue.
- Phases Four and Five of the project are scheduled to start on December 2006 and be completed by May 2007

During these last phases all lanes will be opened on Indian Creek, the roadway work will require minor modifications on the Maintenance of Traffic Plan on a temporary basis to provide the final touches along the road as well as the finalization and testing of the Bascule Bridge. Although all lanes should be opened along Indian Creek for the north and south bound traffic, lanes along 63<sup>rd</sup>, for the bascule bridge shall remain one way in each direction until the completion of the entire project in May 2007.

#### Impact Abatement by City Forces

City Officials, City Administration and Citizen's Advisory Committee for the 63rd Indian Creek Reconstruction/ 63rd Bridge Rehabilitation / Flyover Demolition project have worked together to provide key valuable input for the further reduction and abatement of impacts associated with this project.

The following key improvements have been achieved via City Involvement and activism to help reduce the impact associated to the construction of this project.

- 1) Coordination with FDOT to not start construction of Biscayne Boulevard from 67<sup>th</sup> to 78<sup>th</sup> Street until the 63<sup>rd</sup> Street project is completed/
- 2) Request that FDOT ensure that the two entry points to the beach are fully operational and functional to facilitate east/west traffic.

- 3) Request that FDOT accelerate the construction completion of the 37<sup>th</sup> to 67<sup>th</sup> Street Section of Biscayne Boulevard through contractor incentives
- 4) Add an additional southbound lane to Indian Creek Phase I MOT
- 5) Provide a northbound lane on Indian Creek as early as possible
- 6) Removal of the bulb outs on Collins Avenue from 63<sup>rd</sup> to 71<sup>st</sup> Street to create an additional
- 7) Public outreach notification area extended from 40<sup>th</sup> Street to 88<sup>th</sup> Street for a total of 25,000 people between owners and businesses. FDOT would also notify municipalities north of Miami Beach and the County line. Public information to include Spanish language publications and notifications to the public via MBTV.
- 8) Variable Message Signs installed at key areas along A1A to notify commuters to seek alternate routes.
- 9) Further coordination between Contractor and Coast Guard in an effort to limit bridge openings during peak commuter hours.
- 10) Further enhancement of signal coordination and timing to ensure smooth flow of traffic.

Since the inception of construction the City has provided immediate support to the community to help reduce the impacts associated to this project. Parking and Police staff has been assigned during peak traffic hours to keep traffic moving and minimize illegal parking. Commercial delivery vehicles have been closely monitored by the Parking Department during peak hours to minimize impacts to traffic associated with double parking. "Do not Block Intersection" signs were placed and enforced by the Police Department at key intersections such as 69<sup>th</sup> Street and Abbot Ave, and Abbot and Indian Creek Drive in the effort to further minimize traffic impacts and promote smooth flow of traffic at key intersections. Further conflicts along the work zone have been reduced, by the closure of 67<sup>th</sup> and Indian Creek and the movement of local traffic only at the intersection of 67<sup>th</sup> and Indian creek Drive. The Police Department has also worked closely with FDOT in adding an additional northbound lane on Collins Avenue and adjusting barricades, signing and traffic signal timing to achieve the smoothest flow of traffic and pedestrian crossings through the work zone

The City has also been monitoring the construction progress and responding to resident concerns to minimize the disruption caused by this project. In an effort to complete this project expeditiously, and to compensate for lost time due to the weather, FDOT has allowed the contractor to work late at night. This has caused some residents to complain about excess noise, and glare from lighting. The City has been trying diligently to work with FDOT to address these issues and mitigate these problems.

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